

Panaji, 28th May, 1977 (Jyaistha 7, 1899)

SERIES II No. 8



# OFFICIAL GAZETTE

## GOVERNMENT OF GOA, DAMAN AND DIU

### EXTRAORDINARY

#### GOVERNMENT OF GOA, DAMAN AND DIU

Labour and Information Department

Order

No. CCE/1(CON)/27/75/68/77

The following award given by the Industrial Tribunal, Goa, Daman and Diu on an industrial dispute between the workmen employed on barges and their employers/owners of all barges and Inland Vessels in Goa, is hereby published as required under provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary (Industries and Labour).

Panaji, 12th May, 1977.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal Cum Labour Court, Dona Paula

Reference No. IT/6/76

- |   |            |
|---|------------|
| 1. The President/General Secretary, Goa Dock Labour Union, Vasco da Gama.               | 1st Party. |
| 2. The President/General Secretary, United Bargemen's Association, Vasco da Gama (Goa). |            |

V/s

Employers/Owners of all Barges and Inland Vessels in Goa. 2nd Party.

The Government of Goa, Daman and Diu referred the dispute between the Employers/Owners of Barges and Inland Water Vessels in Goa, in respect of matters specified in the Schedule annexed to the Order, for adjudication by an Order dated 25-3-1976 with the following Schedule: —

#### SCHEDULE

"Whether the action of the employers/owners of Barges and Inland Water Vessels in Goa, in refusing to comply with the following demands of the workmen was legal and justified?

If not, what relief the workmen are entitled to and from what date?

#### DEMANDS

1. Revision of pay scales and pay fixation including fitment in the revised scales.
2. Dearness Allowance.

3. Working hours & Overtime.
4. House Rent Allowance.
5. Compensatory Allowance.
6. Weekly Off.
7. Leave facilities.
8. National & Festival Holidays.
9. Medical and Accident benefits.
10. Uniforms.
11. Washing arrangements/allowance.
12. Leave Travel Concession.
13. Children's Education Allowance.
14. Food and Cooking Facilities.
15. Postal facilities.
16. Appointment of relieving staff.
17. Service Guarantee.
18. Wage Revision on par with the Port and Dock Workers.
19. Advances.
20. Insurance Facilities."

The Order has also a list of barge owners whose barges have been registered with the Deputy Captain of Ports, Marmagoa Harbour, under the I. S. V. Act, 1917.

The reference was registered as IT/6/76 and notices were issued to the two unions who represent the workmen under the said listed employers/owners. On 26-4-76 the representatives of the two unions requested for time to file their claim statements and the case was adjourned to 27-5-76 for claim statements. Meanwhile, the United Bargemen's Association approached the Court of the Judicial Commissioner for Goa, Daman and Diu, at Panaji in S.C.A. No. 62 of 1976 and obtained stay of the proceedings in adjudication by this Tribunal. Subsequently, on 16-8-76 the stay was vacated and fresh notices were issued to the two unions for claim statements. Pursuant to the notice, only Shri Mohan Nair representing the Goa Dock Labour Union, appeared and represented that the claim statement would have to cover the demands of nearly 4,000 employees under 28 employers and that if a three months' time were given he would not be asking for further time. Accordingly time was given to him. However, Shri Nair made another request for adjourning the case and the case was adjourned to 26-2-77. On this date no claim statement was filed by the Goa Dock Labour Union. Advocate Shri F. Rebello filed Vakalatnama for the second union i.e. United Bargemen's Association and stated that a settlement had been negotiated and finalised and that only the formalities of signing had remained. It was therefore directed that a copy of the settlement should be sent to Shri Mohan Nair by 15-3-77 so that he could give his say in respect of it by 5-4-77 and send copies thereof to Advocate Shri F. Rebello and to the Employers' Association. It was

also directed that the case would come up for hearing on the settlement on 27-4-77. As Shri Mohan Nair was not present a copy of the proceedings of that date was directed to be sent to him. However, Shri Gaundalkar was present and noted the proceedings of that day on behalf of the Goa Dock Labour Union. Thereafter the case came up on 27-4-77. On 27-4-77 Shri Bhadkamkar, General Secretary of the United Bargemen's Association was present in person. He also authorised Shri F. D. Damania, Advocate, by a Vakalat to represent him in addition to Shri F. Rebello. On behalf of the Barge Owners 'No Objection' was endorsed. Advocate Shri F. Rebello also did not have any objection. Shri Ramesh Desai filed authorisation on behalf of 38 of the listed employees and 'No Objection' was endorsed on behalf of the United Bargemen's Association. Shri P. H. Purav, Advocate, filed his vakalatnama on behalf of Shaparia Dock & Steel Co. Pvt. Ltd. an employer/owner who is at serial No. 48 of the list attached to the order of reference. He also filed a preliminary written statement, copy of which was given to the General Secretary of the United Bargemen's Association. The Advocate was asked to send a copy of the preliminary written statement to the Goa Dock Labour Union also as no representative thereof was in attendance. It should also be stated here that Shri Mohan Nair had forwarded an application for adjourning this case to some other date and he had sent the application to the Presiding Officer's address at Bangalore. Probably, because of that application, no representative of the Goa Dock Labour Union was present.

Though the reference is a composite one involving all the barge workmen and their employers/owners, the employers have been separately shown in the list annexed to the Order of Reference. Therefore, in essence, the composite reference embraced many employers/owners and their respective employees represented by one or the other of the two unions. Each employer/owner and his workmen can arrive at a settlement either individually or in combination with other similar employers/owners and their respective employees. They have done so in this case and it is considered just and proper that the settlements which can reasonably and properly be accepted by this Tribunal, should so be accepted and given effect to by way of separate awards. It is thought unnecessary to wait for the entire ambit of the dispute covering all the various employers/owners and their respective workmen and the two unions to be concluded and have only one Award. It is to be noticed here that according to Shri Mohan Nair's representation to this Tribunal on 10-9-76, there were 28 employers. It could only mean that he is interested in the workmen of 28 concern as against 61 listed in the annexure to the Order of reference. Therefore the Tribunal proceeds to consider the disputes as indicated hereinbelow under different parts:—

### I

A joint memo signed by the General Secretary of the United Bargemen's Association and his Advocate Shri Damania and Shri Ramesh Desai, Labour Advisor of M/s V. S. Dempo & Co. Pvt. Ltd. was filed stating that all the 258 employees of this concern and the employer/owner M/s V. S. Dempo & Co. Pvt. Ltd. had settled the dispute amicably and that an Award in terms of a settlement of 12-3-77 be made. The memo also stated that the terms and conditions agreed under the said settlement were fair and reasonable and the workmen stood to gain considerably under the said settlement, the increase in wages etc. ranging from Rs. 105 to Rs. 209 per month payable with retrospective effect from 1-1-75. It was also set out that the first instalment under the settlement had been paid by the employer/owner and accepted by the workmen. It was also stated that all the demands referred for adjudication to this Tribunal had been settled. Along with the memo two files marked as Ex. 1 and Ex. 2 have been filed. Ex. 1 and 2 contain declarations from each one of the workmen of M/s V. S. Dempo & Co. Pvt. Ltd. that they are members of the United Bargemen's Association and that a settlement had been arrived at between the said Association and the employer/owner concerned and that the same had been read out and explained to each one of the workmen and had been accepted by each one of them.

A reference to the settlement dated 12-3-77 between the barge owners listed as an addenda to the memorandum of settlement and the barge crew employed by the respective barge owners and represented by the United Bargemen's Association shows that all the demands of the workmen have been negotiated and settled. The employer M/s Dempo & Co. Pvt. Ltd. is at Sr. No. 1 among the bargeowners listed. There is an overall increase in the wages and salaries and allowances. The settlement provides that it shall be operative for purposes of the benefits accruing under the settlement to the workmen

from 1-1-1975. It has also envisaged that the money thus due to the workmen under the settlement shall be paid to the workmen in two instalments, one of which has already been paid as set out in the joint memo filed by both sides. The settlement is to be in force for 3 years. This ensures a peaceful atmosphere in the working and business of the particular concern. In my view, therefore, the settlement is fair and reasonable and deserves to be accepted in so far as the management of M/s Dempo & Co. Pvt. Ltd. and their workmen are concerned. The settlement therefore is accepted.

### II

Under a joint memo presented on behalf of 1) M/s Aquarius Pvt. Ltd. 2) M/s Project Automobiles, 3) M/s Importex International, and 4) M/s Tyresoles Concessioners Pvt. Ltd., and all their 72 employees, it is stated that the settlement of 12-3-77 which has been noticed under Part I above has been accepted by the four employers/owners and all their 72 employees. With the said memo a file containing the declarations of each of the 72 employees for having understood the terms and conditions of the settlement of 12-3-1977 and accepted the same has been filed and marked Ex. 6. All the considerations that have been referred to while accepting the settlement and the joint memo in respect of the concern and the workmen under Part I above are fully applicable to these four concerns and their 72 workmen. M/s Aquarius Pvt. Ltd. and M/s Tyresoles Concessioners Pvt. Ltd. are to be found in the list of employers/owners to the order of reference. Though the other two employers are not specifically listed in the said list, as they and their workmen have come up together with a plea that they have understood and accepted the settlement of 12-3-77, the settlement is accepted in respect of all the four employers/owners and their 72 workmen. The Schedule to the settlement shows all the four employers/owners and they are at Sr. Nos. 14 to 17 therein. The settlement as already been indicated above is found to be fair and reasonable and in the interest of peaceful functioning of the business of the particular concerns. Hence the settlement is accepted.

### III

A joint memo on behalf of the employers/owners 1) M/s Shantilal Khushaldas Bros. Pvt. Ltd. and 2) M/s S. Kantilal & Co. Pvt. Ltd. and all their 129 workmen has been filed stating that both sides have accepted the terms and conditions of the settlement of 12-3-77 and that the same had been given effect to partially by making the payments of the first instalment to the workmen with the memo, a file Ex. 7 containing the declarations of the workmen individually that they were the members of the United Bargemen's Association and that they had understood the terms and conditions of the settlement of 12-3-77 which had been read out and explained to them has been filed. These two employers/owners are at Sr. Nos. 5 and 6 in the list annexed to the order of reference. As, in terms of the joint memo, the 129 employees of these two employers/owners and the employers/owners also have accepted the settlement, which has already been held to be fair and reasonable for both the sides, hereinabove, the settlement is accepted.

### IV

A joint memo signed on behalf of M/s Tolani Pvt. Ltd. and M/s Tolani Engineering Pvt. Ltd. and all their 108 employees has been filed stating that the settlement of 12-3-77 has been arrived at between them and has been accepted by both the sides. While Tolani Pvt. Ltd. is at Sr. No. 22 in the list annexed to the Order of reference, the schedule to the settlement refers to the two concerns at Sr. No. 18 and 19.

The very considerations as were available in respect of the concerns discussed in the Part I, II and III above are available here also as the file at Ex. 8 produced with the joint memo has the declarations of all the concerned workmen about their membership of the United Bargemen's Association and their having understood the terms and conditions of the settlement and accepted the same. Therefore the settlement is accepted as between these two concerns and all their 108 employees.

### V

A joint memo on behalf of M/s Fomento Barges Pvt. Ltd. and all their 118 workmen alongwith a file Ex. 9 containing the declarations of the workmen that they were the members of the United Bargemen's Association and had understood the terms and conditions of the settlement of 12-3-77 and had accepted the same has been filed.

A joint memo on behalf of M/s Kalyan Shipping Lines and all their 83 employees with a file Ex. 10 containing declarations

of the workmen that they were the members of the United Bargemen's Association and that they had understood the terms and conditions of the settlement of 12-3-77 and had accepted the same has been filed.

A joint memo on behalf of M/s Timblo Pvt. Ltd. and all their 165 employees with a file Ex.11 containing declarations of the workmen that they were the members of the United Bargemen's Association and that they had understood the terms and conditions of the settlement of 12-3-77 and had accepted the same has been filed.

A joint memo on behalf of M/s Gangadhar Narsingdas Agrawal and all their 128 employees with a file Ex.12 containing declarations of the workmen that they were the members of the United Bargemen's Association and had understood the terms and conditions of the settlement of 12-3-77 and had accepted the same, has been filed.

A joint memo on behalf of M/s Sesa Goa Pvt. Ltd. and all their 228 employees with a file Ex.13 containing declarations of the workmen that they were members of the United Association and had understood the terms and conditions of the settlement of 12-3-77 and had accepted the same has been filed.

A joint memo has been filed on behalf of M/s Costa River Transport and all their 9 employees with a file Ex. 14 containing declarations of the workmen that they were members of the United Bargemen's Association and had understood the terms and conditions of the settlement of 12-3-77 and had accepted the same.

A joint memo has been filed on behalf of M/s D. B. Bandodkar & Sons Pvt. Ltd. and all their 24 employees with a file Ex. 15 containing declarations of the workmen that they were members of the United Bargemen's Association and had understood the terms and conditions of the settlement of 12-3-77 and had accepted the same.

A joint memo has been filed on behalf of M/s Pandurang Timblo Industries and all their 84 employees with a file Ex. 16 containing declarations of the workmen that they were members of the United Bargemen's Association and had understood the terms and conditions of the settlement of 12-3-77 and had accepted the same.

All the above employers and the United Bargemen's Association participated in the negotiations at the end of which the settlement of 12-3-77 was arrived at. The reasons already given earlier hereinabove are fully applicable to these concerns and the settlement is therefore accepted.

## VI

A joint memo on behalf of M/s V. M. Salgaocar & Bro. Pvt. Ltd. and all their 26 employees and a joint memo on behalf of M/s Salgaocar Mining Industries Pvt. Ltd. and 243 out of their 244 employees has been filed with two files at Ex. 18 and Ex. 19. These two files contain the declarations of the 26 employees of M/s Salgaocar & Bro. Pvt. Ltd. and 243 employees of M/s Salgaocar Mining Industries Pvt. Ltd. as to their membership of the United Bargemen's Association and as to their having understood the terms and conditions of the settlement of 12-3-77 and accepted the same. These two employers/owners are at Sr. No. 7 and 8 in the list attached to the order of reference. They are at Sr. Nos. 3 and 4 in the Schedule to the settlement. The very considerations set out hereinabove are applicable fully here also. Therefore, the joint memo is accepted and the settlement of 12-3-77 is also accepted for the reasons already recorded above, with the qualification that the one employee of M/s Salgaocar Mining Industries who has not subscribed to the settlement is at liberty to urge his own case.

## VII

A joint memo on behalf of M/s Chowgule & Co. Pvt. Ltd. and 289 out of their 301 workmen has been filed with 2 files Ex. 20 and 21 containing declarations from the workmen concerned that they were the members of the United Bargemen's Association and that they have understood the terms and conditions of the settlement dated 12-3-77 and that they accepted the settlement. The employer/owner is at Sr. No. 10 in the list attached to the Order of Reference. All that has been set already in regard to the settlement of 12-3-77 hereinabove would apply fully in this case also. The only point is that there are 12 employees who have not been shown to have subscribed to the settlement of 12-3-77. At this juncture, therefore, the award that will be passed will be restricted in operation to the 289 employees who have accepted, leaving it open to the 12 workmen to urge their own case in the matter of the dispute.

## VIII

A joint memo was filed on behalf of M/s Agencia Comercial Maritima and 48 out of their 51 employees accepting the settlement of 12-3-77 alongwith a file Ex. 22 which contains the declarations of the 48 employees that they were the members of the United Bargemen's Association and that they had understood the terms and conditions of the settlement and had accepted the same. The settlement is therefore accepted for the reasons that have been recorded already hereinabove. The three employees who have not subscribed to the settlement will be at liberty to urge their own case in the matter of the dispute.

## IX

A joint memo on behalf of 1) M/s Rajaram Bandekar & Sons (Shipping) Pvt. Ltd. 2) M/s Bandekar Bros. Pvt. Ltd., 3) M/s A. V. Sarmalkar & 4) M/s Rajaram N. S. Bandekar, and 100 out of their 102 employees, with a file Ex. 23 containing declarations from the 100 employees that they were the members of the United Bargemen's Association and that they had understood the terms and conditions of the settlement of 12-3-77 and had accepted the same, has been filed. The joint memo is therefore accepted and the settlement is also accepted. It will however be open to the two workmen who have not subscribed to the settlement to urge their own case in the matter of the dispute.

It should be stated that in the list attached to the order of reference there is a reference to M/s Rajaram Bandekar & Sons. The three other concerns appearing above in this part are at Sr. Nos. 11, 12 and 13 in the Schedule to the settlement.

## X

A joint memo has been filed in behalf of M/s Zuari River Literage Pvt. Ltd., Vasco da Gama (Goa), shown at Sr. No. 33 in the list attached to the order of reference and all their 18 employees, producing a settlement dated 12-4-1977 arrived at between them, the United Bargemen's Association representing the workmen. The settlement is at Ex. 3. There is also a file Ex. 3(a) with the said memo containing the declarations of all the 18 employees that they are the members of the United Bargemen's Association and that they had understood the terms and conditions of the settlement of 12-4-77 and had accepted the same.

The memo states that at the benefits under the settlement favour of the workmen range from Rs. 105 per month to Rs. 209 per month, which would accrue with retrospective effect from 1-1-75 and that all the demands referred to for adjudication by this Tribunal have been settled under the said settlement. The joint memo also sets out that the payments are to be made in 2 installments, the first of which was being paid on the date of the filing of the memo before this Tribunal. It is pertinent to note the preamble to the settlement Ex. 3 dated 12-4-77 sets out that M/s Zuari River Literage, the employer/owner could not sign the settlement of 12-3-77 due to certain genuine difficulties and hence they were entering into the settlement at Ex. 3. The operative terms of the settlement at Ex. 3 are almost verbatim reproduction of the terms and conditions of the settlement of 12-3-77. The only point where it differs from the settlement of 12-3-77 is in the matter of the annexures as it was not necessary for the parties at Ex. 3 to set out the different scales of pay in respect of an employer/owner who had been a party to the settlement of 12-3-77 but was not in the picture so far as Ex. 3 was concerned. Therefore all the considerations that were applicable in the case of the settlement of 12-3-77 are fully available in respect of settlement at Ex. 3 also. Therefore the settlement at Ex. 3 is accepted as being fair and reasonable.

## XI

A joint memo has been filed on behalf of M/s G. R. Engineering Works Pvt. Ltd. and all their 24 workmen producing a settlement dated 28-3-77 which has been marked Ex. 4, alongwith a file Ex. 4(a). The file contains declarations of the concerned employees that they are members of the United Bargemen's Association and had understood the terms and conditions of the settlement and had accepted the same. The settlement has been signed by the Manager of the employer/owner and the General Secretary of the United Bargemen's Association. Ex. 4 recites in its preamble that the owner could not sign the settlement of 12-3-77 due to certain genuine difficulties and hence a separate settlement was being recorded. As in the case of Ex. 3, the settlement at Ex. 4 also is a verbatim reproduction of the settlement of 12-3-77. The only change is in regard to the annexures which become necessary in view of the fact that a particular

employer/owner and the workmen under him were resolving their dispute by a settlement covering the entire ambit of the Charter of Demands of the workmen. The reasons already given while considering Ex. 3, are fully applicable with respect to Ex. 4 also and the same is accepted as fair and reasonable settlement.

### XII

A joint memo on behalf of 1) M/s Jain Navigation, 2) M/s Eastern Navigation and 3) Yeshwant Kumar Singhee and all their 27 employees has been filed stating that the employers/owners and all their workmen had entered into a settlement on 31-3-77. The settlement in respect of each of the employers/owners has been separately recorded and thus there are three settlements at Ex.5, 5(a) and 5(b) respectively. The preamble to each one of the three settlement has referred to the fact that on 12-3-77 the employers/owners could not sign the settlement of 12-3-77 and hence a separate settlement was being recorded in the case of each of the 3 employers/owners. Ex.5, 5(a) and 5(b) are verbatim reproduction of the settlement of 12-3-77 conferring on the workmen of these 3 concerns the very benefits that accrue under the settlement of 12-3-77. The only difference is that the workmen of these 3 concerns were paid the first instalment of the money accruing to them under the settlement on 20-4-77 whereas the workmen under the settlement of 12-3-77 received their first instalment on 30-3-77. There are also suitable modifications in the matter of the annexures to the settlement. Therefore all that has been set above in regard to Ex.3 in Part X hereinabove would be applicable with respect to Exs.5, 5(a) and 5(b).

Ex.5(A) is the file containing declarations from each of the concerned workmen that they are members of the United Bargemen's Association and had understood the terms and conditions of the settlement of 31-3-77 and had accepted the same. In view of these circumstances, the settlements at Ex.5, 5(a), and 5(b) are accepted.

### XIII

A joint memo has been filed on behalf of Eureka Shipping Co. Pvt. Ltd. and all their 29 workmen represented by the United Bargemen's Association producing a settlement dated 7-4-77 but signed on 21-4-77 on behalf of the workmen. The preamble to the settlement sets out that the employer/owner could not sign the settlement of 12-3-77 due to certain genuine difficulties and hence a separate settlement was being recorded between his and the workmen. Ex.17(a) is the file containing declarations by the concerned workmen that they are members of the United Bargemen's Association and had understood the terms and conditions of the settlement and had accepted the same. It is interesting to note that the declarations by the workmen are dated 19-3-77 though the settlement itself is shown to have been drafted on 7-4-77 and has been completed by the General Secretary of the United Bargemen's Association on 21-4-77. These dates are indicative of the fact that the workmen were aware of the terms and conditions of the settlement of 12-3-77 which had been entered into by the same union to which the employees of Eureka Shipping Co. Pvt. Ltd. belong. It is also indicative of the fact that for some unavoidable reasons this employer/owner and their workmen could not participate in the finalisation of the settlement on 12-3-77. The settlement at Ex.17 is, in all material particulars of terms and conditions, a replica of the settlement of 12-3-77 with the relevant changes in the matter of annexure. What has been said in Part X hereinabove while considering Ex.3 is fully applicable to Ex.17 also. The only change is that the first instalment of the benefits that flow from the settlement to the workmen is to be paid to them by the end of April, 1977. Therefore, Ex. 17 is accepted as being fair and reasonable.

In view of what has been said hereinabove in Parts 1 to XIII, the following Award is made:—

### AWARD

A. The settlement dated 12-3-77 between the following employers/owners of barges and the United Bargemen's Association representing their workmen, viz:

- (1) M/s V. S. Dempo & Co. Pvt. Ltd. and their workmen;
- (2) (i) M/s Aquarius Pvt. Ltd.  
(ii) M/s Project Automobiles.  
(iii) M/s Importex International, and  
(iv) M/s Tyresoles Concessioners Pvt. Ltd. and their workmen;
- (3) (i) M/s Shantilal Khushaldas & Bros. Pvt. Ltd., and

- (ii) M/s S. Kantilal & Co. Pvt. Ltd., and their workmen;
- (4) (i) M/s Tolani Pvt. Ltd., and  
(ii) M/s Tolani Engineering Pvt. Ltd. and their workmen;
- (5) M/s Fomento Barges Pvt. Ltd. and their workmen;
- (6) M/s Kalyan Shipping Lines and their workmen;
- (7) M/s Timblo Pvt. Ltd. and their workmen;
- (8) M/s Gangadhar Narsingdas Agrawal and their employees;
- (9) M/s Sesa Goa Pvt. Ltd. and their employees;
- (10) M/s Costa River Transport and their workmen;
- (11) M/s D. B. Bandodkar & Sons Pvt. Ltd. and their workmen; and
- (12) M/s Pandurang Timblo Industries and their workmen;
- (13) M/s V. M. Salgaocar & Bro. Pvt. Ltd. and their workmen.

is accepted as binding on the employers/owners and their workmen and this award is made in terms of the same. The settlement shall be part of this award and a copy thereof annexed to it as *Schedule A*.

B. The settlement of 12-3-77 between the following employers/owners of barges and the United Bargemen's Association representing most of their workmen a copy of which is being annexed as *Schedule A*, as set out hereinbelow, viz:

- (a) M/s Salgaocar Mining Industries Pvt. Ltd. and their 243 out of 244 workmen;
  - (b) M/s Chowgule & Co. Pvt. Ltd. and their 289 out of 301 workmen;
  - (c) M/s Agencia Commercial Maritima and their 48 out of their 51 workmen;
  - (d) M/s (i) Rajaram Bandekar & Sons (Shipping) Pvt. Ltd. (ii) Bandekar Bros. Pvt. Ltd.
  - (iii) A. V. Sarmalkar; and
  - (iv) Rajaram N. S. Bandekar
- and 100 out of their 102 workmen,

is accepted as binding on and operative as between the employers/owners and such of their workmen who are members of the United Bargemen's Association only, leaving it open to the workmen who are not members of the union to either accept the settlement or urge their individual cases before this Tribunal.

C. The settlement dated 12-4-77 between M/s Zuari River Lighterage and the United Bargemen's Association on behalf of their employees is accepted as binding on both sides and an award is made in terms of the said settlement, which shall form part of the award. A copy of the settlement shall be annexed as *Schedule B*.

D. The settlement dated 28-3-77 between G. R. Engineering Works Pvt. Ltd. and their barge crew represented by the United Bargemen's Association is accepted as binding on both sides and an award is made in terms of the said settlement, which shall form part of the award. A copy of the said settlement shall be annexed as *Schedule C*.

E. The settlement dated 31-3-77 between M/s Jain Navigation and their barge crew represented by the United Bargemen's Association is accepted as binding on both sides and an award is made in terms of the said settlement which shall form part of the award. A copy of the settlement shall be annexed as *Schedule D*.

F. The settlement dated 31-3-1977 between M/s Eastern Navigation and their barge crew represented by the United Bargemen's Association is accepted as binding on both sides and an award in terms of the said settlement which shall form a part of the award is made. A copy of the said settlement shall be annexed as *Schedule E*.

G. The settlement dated 31-3-77 between Yeshwant Kumar Singhee and their bargecrew represented by the United Bargemen's Association is accepted as binding on both sides and an award is made in terms of the said settlement which shall form part of the award. A copy of the said settlement shall be annexed as *Schedule F*.

H. The settlement dated 7/21-4-77 between Eureka Shipping Co. Pvt. Ltd. and their barge crew represented by the United Bargemen's Association is accepted as binding on both sides and an award is made in terms of the said settlement which shall form part of the award. A copy of the said settlement shall be annexed as Schedule G.

Dona Paula:

(R. V. Kollali)

Presiding Officer

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary (Industries and Labour).

#### SCHEDULE 'A'

##### MEMORANDUM OF SETTLEMENT

(Under Sec. 2 (p) read with Sec. 18(i) of the Industrial Disputes Act)

##### Names of the parties

Barge Owners listed in Schedule attached hereto and their barge crews represented by United Bargemen's Association.

##### Representing Employers

- (1) Shri V. V. Dempo, Director, V. S. Dempo & Co. Pvt. Panjim.
- (2) Shri D. P. Sinha, Chowgule & Co. Pvt. Ltd., Marmagao Harbour.
- (3) Shri L. A. Correia, V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- (4) Shri L. A. Correia, Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- (5) Shri A. V. Salgaokar, Sesa Goa Pvt. Ltd., Panjim.
- (6) Shri Kishore V. Nadkarni, Fomento Barges Pvt. Ltd., Margao.
- (7) Shri J. P. Keny, Shantilal Khushaldas & Bros. Pvt. Ltd., Margao.
- (8) Shri J. P. Keny, S. Kantilal & Co. Pvt. Ltd., Margao.
- (9) Shri S. V. Cuncolienkar, Timblo Private Limited, Margao.
- (10) Shri V. H. Pai Angle, Rajaram N. S. Bandekar & Co. Pvt. Ltd., Vasco-da-Gama.
- (11) Shri V. H. Pai Angle, Rajaram Bandekar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
- (12) Shri V. H. Pai Angle, Bandekar Brothers Private Limited, Vasco-da-Gama.
- (13) Shri V. H. Pai Angle, M/s. Anant V. Sarmaker, Margao, Vasco-da-Gama.
- (14) Shri R. Sundaram, Tyresole Concessionaires Pvt. Ltd., Vasco-da-Gama.
- (15) Shri R. Sundaram, Importex International, Vasco-da-Gama.
- (16) Shri R. Sundaram, Project Automobiles, Vasco-da-Gama.

(17) Shri R. Sundaram, Aquarius Private Ltd., Vasco-da-Gama.

(18) Shri L. I. Gandhi, Tolani Limited, Vasco-da-Gama.

(19) Shri L. I. Gandhi, Tolani Engineers Pvt. Ltd., Vasco-da-Gama.

(20) Shri C. M. Parekh, Kalyan Shipping Lines, Margao.

(21) Shri V. H. Assoldekar, Panduronga Rimblo Industries, Margao.

(22) Shri V. S. Raikar, D. B. Bandodkar & Sons Pvt. Ltd., Panjim.

(23) Shri T. Kesavan, Agencia Commercial Maritima, Vasco-da-Gama.

(24) Shri Krishnamurthy N. Rao, Gangadhar Narsingdas Agrawal, Margao.

(25) Shri Ceasar Costa, Costa River Transport, Mapuca.

(26) Shri Prakash B. Sardesai, Sardesai Shipping Lines, Cortalm.

##### Representing Barge crew

(1) Shri S. R. Kulkarni, President, United Bargemen's Association, Vasco-da-Gama.

(2) Shri G. D. Bhandarkar, General Secretary, United Bargemen's Association, Vasco-da-Gama.

(3) Shri G. R. Sawant, Secretary, United Bargemen's Association, Vasco-da-Gama.

##### SHORT RECITAL OF THE CASE

THIS SETTLEMENT made at Vasco-da-Gama on the 12th day of March 1977 BETWEEN the Bargeowners listed in the Schedule attached hereto AND the Bargecrew employed by the respective Bargeowners and represented by the United Bargemen's Association (hereinafter referred to as "the Association").

WHEREAS the Association submitted a Charter of Demands dated 25th April 1975 in identical terms to the majority of Bargeowners who are parties to this Settlement;

AND WHEREAS the Bargeowners appointed a Negotiating Committee to discuss, negotiate and settle with the Association on their behalf in respect of the Charter of Demands submitted by the Association;

AND WHEREAS the said Committee, pending finalisation of the settlement, arrived at an agreement in respect of the demand for interim relief on 13th August 1975;

AND WHEREAS the Government of Goa, Daman and Diu by their order dated 27-3-1976 referred the dispute in connection with the service conditions of the Bargecrew for adjudication by the Industrial Tribunal, Goa, Daman and Diu and the said Reference is marked as Reference (IT) No. 6 of 1976;

AND WHEREAS the Association filed a Special Civil Application No. 62 of 1976 in the Court of the Judicial Commissioner for Goa, Daman and Diu;

AND WHEREAS pursuant to further discussions and negotiations the parties have arrived at the following settlement to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

NOW THIS SETTLEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

**TERMS OF SETTLEMENT****1. Revision of Pay Scales and Pay Fixation**

Annexure I (a) The parties agree that the revised scales of pay will be as shown in Annexure I hereto.

Annexure II (b) The new classification of the barge-owners in three groups shall be as shown in Annexure II hereto, and the same shall come into force with effect from 1-1-1977.

(c) The revised scales of pay shall come into effect from 1-1-75.

**2. Dearness Allowance**

Annexure III The parties agree that with effect from 1-1-75 the existing rates of dearness allowance will be revised as per Annexure III to this Settlement.

**3. Variable Dearness Allowance**

Annexure IV The Variable Dearness Allowance shall be paid as per rates shown in Annexure IV attached hereto, with effect from 1-1-75.

**4. Compensatory Allowance**

The Bargeowners agree to introduce with effect from 1-1-75 Compensatory Allowance at the rate of 8% of the basic wages p.m. payable to the bargecrew.

**5. House Rent Allowance**

The parties agree that with effect from 1-1-75, the House Rent Allowance will be revised from 8% to 10% of the basic wages p.m. of the Bargecrew subject to a minimum of Rs. 15/- and maximum of Rs. 55/- per month. Save and except to the extent mentioned above, the existing terms and conditions of payment of House Rent Allowance to barge crew shall continue.

**6. Washing Allowance**

The Bargeowners agree to pay to every Bargecrew Rs. 5/- per month as washing allowance with effect from 1-1-75.

**7. Boarding Allowance**

The existing compensatory/boarding allowance shall be revised with effect from 1-1-75 from 31% to 40% of basic wages with a minimum of Rs. 55/- per month and shall henceforth be termed as Boarding Allowance. No dearness allowance will be admissible on this allowance. But it will be counted for the purposes of Bonus, Gratuity, Provident Fund and leave benefits.

**8. Food Subsidy**

In consideration of the Bargecrew being required to be on attendance on the barges round-the-clock and ply the barges as and when necessary, the Bargeowners agree to pay to each Bargecrew a sum of Rs. 45/- per month as food subsidy with effect from 1-1-75.

Note: The food subsidy shall be deemed to be wage for the purposes of short hand money Provident Fund, Bonus, Gratuity, paid leave/holidays and retrenchment compensation only.

**9. Fitments**

The bargecrew shall be fitted in the revised scales applicable to them in the manner shown below:—

It is agreed between the parties that an employee in each category should get a total rise in their pay as on 1st January 1975 within the ranges prescribed below, based on the norms set out in sub-clauses (a) to (c).

Khalasis/Sailors	Between Rs. 105 to Rs. 115/-
Asst. Masters (Sukanis)/ Asst. Drivers (Oilmen)	Between Rs. 114 to Rs. 125/-
Drivers Class II	Between Rs. 125 to Rs. 140/-
Masters Class II/Drivers I	Between Rs. 134 to Rs. 150/-

a) The minimum limit of total rise in pay packet shall be strictly adhered to.

b) If as a result of sub-clause (a) a bargecrew is entitled to an increase in excess of the maximum limit of the range for the respective category, the barge crew at subsequent stages in the old scale will be fitted at the same point in the revised scale so; however, that no barge crew shall draw less than the minimum limit prescribed under sub-clause (a).

c) Notwithstanding anything contained in sub-clause (b), if as a result of bunching more than three consecutive stages in the old scale are grouped together at the same stage in the revised scale the bargecrew at the fourth, fifth and sixth stage in the old scale and seventh, eighth and ninth stage in the old scale shall be allowed the benefit of one and two increments respectively in the new scale applicable to him without any regard to the maximum rise for the respective categories.

d) The parties have prepared on the basis of sub-clause (a) to (c) above an agreed chart for each group showing fitment of the old basic pay in the appropriate stage in new basic scales and these charts will be binding upon the parties in case of any dispute on fitment at a later date.

e) As a result of new classification of employers as shown in Annexure II if a particular employer's group is changed to a higher group the basic wages of the barge crew of such employer as on 1-1-1977 shall be fitted in the proper stage of the corresponding scale of the revised group and if the bargecrews basic salary is not at a step in the appropriate grade applicable to him in the higher group he will be fitted, if necessary, at the nearest higher stage.

f) After fitment of workmen in the revised scales in the manner set out above the future annual increments in the revised scale shall be granted to the bargecrew on next due date as per his original date of getting increment.

**10. Compensatory off**

(i) It is agreed between the parties that with effect from 1-1-77 the bargeowners shall give compensatory off on the following pattern and they shall be credited at the rates given below to the compensatory off account at the end of each calendar year.

(a) The barge crew shall be entitled to 15 compensatory offs in each calendar year subject to the condition that each barge crew puts in minimum actual attendance on the barge for 240 days in a calendar year. In the case of barge crew putting less than 240 days of attendance on the barge reduction in compensatory off shall be made at the rate of 1 compensatory off for 16 days of non attendance; or

(b) The bargecrew shall be entitled to one compensatory off for every ten trips in a calendar year; whichever is higher.

(ii) It is further agreed that the first credit of compensatory offs to the account of the bargecrew in terms of clause (i) above shall be in respect of the calendar year 1976 to be credited to his account as on 1-1-1977.

**11. Working Hours**

The Association contends that there should be fixed working hours for the bargecrew and though the pattern of the bargecrew being required to be on board round-the-clock and ply the barges as and when required has been in force all along, this is the opportune time to revise the said pattern and the workmen should no longer be asked to work as per the existing pattern. The bargeowners on the other hand contend that changing the existing pattern is not practical or feasible as it would pose insurmountable difficulties. It is therefore agreed that in consideration of the bargecrew continuing to work in accordance with existing pattern, bargeowners have revised the existing scales as per Annexure I, Boarding Allowance as per clause 7 and have introduced Food Subsidy under clause 8 and compensatory off under clause 10.

**12. Overtime**

In view of the Settlement in relation to the demand of working hours the demand is not pressed and settled accordingly.

**13. Weekly Offs**

The existing practice of granting weekly offs shall continue.

**14. Leave****a) Privilege Leave**

The parties agree that the barge crew shall be entitled to 30 days privilege leave with pay for actual attendance of 240 days in a calendar year. Actual attendance means actual attendance on the barge and includes the period of absence on account of accident arising out of and in the course of employment. The ratio of leave to actual days of attendance shall be maintained at the time of crediting the leave.

The Privilege Leave can be accumulated upto a maximum of hundred days at any given time.

**b) Sick Leave**

The parties agree that the existing practice shall continue and the demand is not pressed and is settled accordingly. Sick leave can be accumulated to a maximum of sixty days at any given time.

**c) Casual Leave**

The bargeowners agree to give the bargecrew total seven days casual leave per annum on the following terms and conditions:

- i) Casual Leave shall be available to Bargecrew for emergent and unforeseen circumstances;
- ii) Casual Leave may either be prefixed or suffixed (but not both) to weekly off and/or paid holiday and/or compensatory off only.
- iii) Bargecrew shall not be entitled to take more than three days casual leave at a time.
- iv) As far as possible, sanction for Casual Leave shall be obtained in advance.
- v) Casual Leave shall not be permitted to be accumulated and shall lapse at the end of the calendar year.

**15. Public Holidays**

a) The parties agree that the following eight Holidays shall be declared as paid Holidays:

- (1) Republic Day.
- (2) May Day.
- (3) Independence Day.
- (4) Gandhi Jayanti.
- (5) Goa Liberation Day.
- (6) Ganesh Chathurti.
- (7) Divali.
- (8) Christmas.

(b) As regards working on Holidays and payment thereof is concerned, the existing practice shall continue.

(c) In the case of such Bargeowners who are already granting more paid holidays than what is stated above, the existing practice will continue and the provisions mentioned above shall not apply to such Bargeowners.

**16. Medical/Accident Benefit**

The existing Medical/Accident benefit provided by the Bargeowners shall continue.

**17. Uniforms**

The existing practice will continue.

**18. Goa Compensatory Allowance**

The demand is not pressed and is settled accordingly.

**19. Bhandaris/Cooks**

The demand is not pressed and settled accordingly.

**20. Leave Travel Concession**

The demand is not pressed and settled accordingly.

**21. Educational Allowance**

The existing practice shall continue.

**22. Filtered Water**

The bargeowners shall adhere to legal provisions in respect of this demand.

**23. Conveyance**

The existing practice shall continue.

**24. Postal Delivery**

The existing practice shall continue.

**25. Insurance Scheme**

The existing practice shall continue.

**26. Advance**

The demand is not pressed and settled accordingly.

**27. Bonus**

The Bonus shall be paid by the respective Barge-Owners in accordance with the provisions of The Payment of Bonus Act, 1965.

**28. Medical Facilities**

The existing medical benefits granted to the Bargecrew shall be revised with effect from 1-7-77 from Rs. 125/- per annum to Rs. 150/- per annum.

**29. Relieving Staff**

This demand is not pressed and settled accordingly.

**30. Retrenchment Protection to Bargecrew**

This demand is not pressed and settled accordingly.

**31. Trip Incentive Scheme**

The existing trip incentive scheme shall continue during the subsistence of this settlement.

**32. Gratuity**

The bargeowners will pay gratuity to the bargecrew irrespective of the salary or wages drawn by them at the date they become entitled to gratuity at the following rates:

Half month wages for each completed year of service subject to a maximum of 20 months.

Some of the employers have constituted separate gratuity funds wherein all employees including the bargecrew drawing over Rs. 1,000/- are already covered. In respect of such bargeowners the provisions of their scheme will be applicable so long as none of the bargecrew is excluded by reason of his drawing more than Rs. 1,000/-.

**33. Adjustment of Interim Relief**

It is agreed that the interim relief and lumpsum payment made to the Bargecrew pursuant to the agreement dated 13-8-75 shall be adjusted against the arrears payable to the bargecrew in terms of clause 9 of this settlement.

**34. Additional Payments**

In addition to the benefits conferred on the bargecrew, the bargeowners have agreed to pay to the bargecrew (i) Rs. 25/- per month for the period 1-1-75 to 31-8-75 for each of the months he has been in service during the said period; and

(ii) 22% of the arrears payable to the bargecrew under clause 9 read with clause 33 and 34(i) of this settlement and in respect of arrears of shorthand money arising as a result of revision of their pay.

**35. General**

a) It is agreed that during the pendency of this Settlement the bargecrew and/or Association shall not raise any demand involving financial burden on the Bargeowners, except Bonus under The Payment of Bonus Act, 1965.

b) This settlement shall be in force for a period of three years from the date of this Settlement and shall continue to remain in force until terminated in accordance with the provisions of the Act.

c) It is agreed that the Association will withdraw the Special Civil Application No. 62 of 1976 filed before the Judicial Commissioner.

d) The parties agree to forward jointly copies of this Settlement to the various authorities as required under the Act and Rules and further to make necessary application

to the Industrial Tribunal, Goa, Daman and Diu for making an Award in terms of this Settlement.

e) The arrears payable under this Settlement shall be paid to such of the bargecrew who in writing accept this settlement and agrees to be bound by the terms thereof.

f) The arrears arising out of this Settlement for the period from 1-1-75 to 28-2-77 will be paid in two instalments. The first instalment i.e. 50% of the total arrears payable under this Settlement will be paid on or before 31st March 1977 and the next instalment on or before 31st December 1977. The date of payment will be fixed in consultation with the Association and the payment will be made in the presence of Association office-bearers.

g) The arrears arising out of this Settlement shall also be paid to such of the bargecrew who were in service on 1-1-75 or thereafter but who are no longer in service on the date of this Settlement, for the period for which they were in employment.

h) For purpose of calculating payment of bonus the arrears paid to the Bargecrew under this Settlement shall be taken into account as wages in the year in which payment is made provided however that such payment is in respect of items which fall under the definition of wages, in the Payment of Bonus Act, 1965.

#### For Bargecrew:

Sd/-

1. (S. R. Kulkarni)  
President,  
United Bargecrew  
Association.

Sd/-

2. (G. D. Bhadkamkar)  
General Secretary,  
United Bargemen's  
Association.

Sd/-

3. (G. R. Sawant)  
Secretary,  
United Bargemen's  
Association.

Sd/-

4. (Vishvanath Tari)  
Executive Committee  
Member.

Sd/-

5. (Martin F. X. Rego)  
Executive Committee  
Member.

Sd/-

6. (W. D. Kandalgaokar)  
Executive Committee  
Member.

Sd/-

7. (Gopalkrishna K. Pant)  
Executive Committee  
Member.

Sd/-

8. (A. C. Fernandes)

Sd/-

9. (Pandurang Naik)

Sd/-

10. (Babani Kolvalkar)

Sd/-

11. (Ganesh Fatto)

Sd/-

12. (Gurudas Parab)

#### For the Barge Owners listed in the Schedule:

Sd/-

1. (V. V. Dempo)  
Director,  
V. S. Dempo & Co. Pvt.  
Ltd.

Sd/-

2. (D. P. Sinha)  
Chowgule & Co. Pvt.  
Ltd.

Sd/-

3. (L. A. Correia)  
V. M. Salgaocar & Bro.  
Pvt. Ltd.

Sd/-

4. (L. A. Correia)  
Salgaocar Mining Indus-  
tries Pvt. Ltd.

Sd/-

5. (A. V. Salgaocar)  
Sesa Goa Pvt. Ltd.

Sd/-

6. (Kishor V. Nadkarni)  
Fomento Barges Pvt.  
Ltd.

Sd/-

7. (J. P. Keny)  
Shantilal Khushaldas &  
Bros. Pvt. Ltd.

Sd/-

8. (J. P. Keny)  
S. Kantilal & Co. Pvt.  
Ltd.

Sd/-

9. (S. V. Cuncoliencar)  
Timblo Private Limited.

Sd/-

10. (V. H. Pai Angle)  
Rajaram N. S. Bandekar  
& Co. Pvt. Ltd.

Sd/-

11. (V. H. Pai Angle)  
Rajaram Bandekar &  
Sons (Shipping) Pvt.  
Ltd.

Sd/-

12. (V. H. Pai Angle)  
Bandekar Brothers Pri-  
vate Limited.

Sd/-  
13. (Fino Andrade)

Sd/-  
14. (Moongo Yesso Tari)

Sd/-  
15. (Gurudas Sawant)

Sd/-  
16. (Sazoo Tari)

Sd/-  
17. (Abdul Latif)

Sd/-  
18. (Bicu' Shivram Patro)

Sd/-  
21. (Concessao Sequeira)

All members of the Barge-  
crew Executive Committee

#### Witnesses:

Sd/-  
1. (P. K. Lehe)

Sd/-  
2. (B. Mohan Rao)

Vasco-da-Gama:  
March 12, 1977.

#### Copy to:

1. The Commissioner of Labour,  
Govt. of Goa, Daman and Diu, Panjim.

2. The Asst. Labour Commissioner,  
Govt. of Goa, Daman and Diu, Panjim.

3. The Secretary:  
Industries & Labour Department,  
Govt. of Goa, Daman and Diu, Panjim.

#### SCHEDULE

##### List of barge owners

1. V. S. Dempo & Co. Pvt. Ltd., Panjim.

2. Chowgule & Co. Pvt. Ltd., Mormugao.

3. V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.

4. Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.

5. Sesa Goa Private Ltd., Panjim.

6. Fomento Barges Pvt. Ltd., Margao.

7. Shantilal Khushaldas & Bros. Pvt. Ltd., Margao.

8. S. Kantilal & Co. Pvt. Ltd., Margao.

9. Timblo Private Limited.

10. Rajaram Bandecar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
11. Bandecar Brothers Pvt. Ltd., Vasco-da-Gama.
12. Anant V. Sarmalkar, Vasco-da-Gama.
13. Rajaram N. S. Bandecar & Co. Pvt. Ltd., Vasco-da-Gama.
14. Aquarius Pvt. Ltd., Vasco-da-Gama.
15. Project Automobiles, Vasco-da-Gama.
16. Importex International, Vasco-da-Gama.
17. Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.
18. Tolani Limited, Vasco-da-Gama.
19. Tolani Engineers Pvt. Ltd., Vasco-da-Gama.
20. Kalyan Shipping Lines, Margao.
21. Panduranga Timblo Industrias, Margao.
22. D. B. Bandodkar & Sons Pvt. Ltd., Panjim.
23. Agencia Commercial Maritima, Vasco-da-Gama.
24. Costa River Transport, Mapusa.
25. Gangadhar Narsingdas Agrawal, Margao.

**ANNEXURE I**

**Revised Scales of Pay for categories of Bargecrew  
of all owners except M/s. Chowgule & Co. Pvt. Ltd.**

Category	Group of	Revised Scales of Pay
Sailor	I	130-5-160-6-244
	II	125-5-165-6-237
	III	120-5-170-6-230
Asst. Master (Sukhani)	I	175-6-211-8-283-10-333
	II	170-6-218-8-274-10-324
	III	165-6-225-8-265-10-315
2nd Class Drivers	I	260-10-330-12-450-14-492
	II	250-10-330-12-474
	III	240-10-340-12-460
1st Class Drivers	I	315-12-387-14-513-16-593
	II	300-12-396-14-494-16-574
	III	285-12-405-14-475-16-555

**Chowgule & Co. Pvt. Ltd.****REVISED SCALES**

Deckhand	130-5-160-6-244
Oilman	175-6-211-8-283-10-333
Sukhani	175-6-211-8-283-10-333
Tindel-III	260-10-330-12-450-14-492
Tindel-II	285-12-405-14-475-16-555
Tindel-I	315-12-387-14-513-16-593
Driver-IV	175-6-211-8-283-10-333
Driver-III	260-10-330-12-450-14-492
Driver-II	260-10-330-12-450-14-492
Driver-I	315-12-387-14-513-16-593

**ANNEXURE II****Classification of Employers/Bargeowners****GROUP I:**

- 1) V. S. Dempo & Co. Pvt. Ltd., Panjim.
- 2) Chowgule & Co. Pvt. Ltd., Mormugao.
- 3) V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- 4) Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- 5) Sesa Goa Pvt. Ltd., Panjim.
- 6) Fomento Barges Pvt. Ltd., Margao.

**GROUP II:**

- 1) Shantilal Khushaldas & Bros. Pvt. Ltd. Margao.
- 2) S. Kantilal & Co. Pvt. Ltd., Margao.
- 3) Timblo Private Limited, Margao.
- 4) Rajaram Bandecar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
- 5) Bandecar Brothers Pvt. Ltd., Vasco-da-Gama.
- 6) Anant V. Sarmalkar, Vasco-da-Gama.
- 7) Rajaram N. S. Bandecar & Co. Pvt. Ltd., Vasco-da-Gama.
- 8) Aquarius Pvt. Ltd., Vasco-da-Gama.
- 9) Project Automobiles, Vasco-da-Gama.
- 10) Importex International, Vasco-da-Gama.
- 11) Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.
- 12) Tolani Ltd., Vasco-da-Gama.
- 13) Tolani Engineers Pvt. Ltd., Vasco-da-Gama.
- 14) Kalyan Shipping Lines, Margao.

**GROUP III:**

- 1) Panduronga Timblo Industrias, Margao.
- 2) D. B. Bandodkar & Sons Pvt. Ltd., Panjim.
- 3) Agencia Commercial Maritima, Vasco-da-Gama.
- 4) Costa River Transport, Mapusa.
- 5) Gangadhar Narsingdas Agrawal, Margao. And others whose names are not appearing in Group I and Group II.

**ANNEXURE III****Revised rates of Dearness Allowance**

Range of Basic Pay	Rate of D. A. p.m.
Upto Rs. 139	Rs. 82
Rs. 140 to 179	Rs. 99
Rs. 180 to 239	Rs. 123
Rs. 240 to 429	Rs. 147
Rs. 430 to 529	Rs. 161
Rs. 530 onwards	Rs. 165

**ANNEXURE IV****Variable Dearness Allowance**

Variable D. A. above CPI No. 215 (1949 — 100)

Basic Pay	V. D. A. Per Point P. M.
120-159	0.60 per cent of pay subject to a minimum of 83-30 Paise.
160-249	0.50 per cent of pay subject to a minimum of Rs. 95-40 Paise.
250-349	0.40 per cent of pay subject to a minimum of Rs. 1.245/-.
350-499	0.30 per cent of pay subject to a minimum of Rs. 1.396/-.
500 and above	Rs. 1-50 Paise.

**Review of V. D. A.**

The rates of V. D. A. should be revised every six months on 1st April and 1st October, on the basis of the average All India Working Class CPI No. (Base 1949-100) for preceding six months of July-December and January-June respectively.

The fraction of the average increase in the index number should be ignored if it is less than 0.5 but 0.5 or more should be rounded off to the next higher point.

**SCHEDULE 'B'**

**MEMORANDUM OF SETTLEMENT**  
 (Under Sec. 2 (p) r/w/S. 18(i) of the  
 Industrial Disputes Act, '47)

**Names of the parties****Representing Employer**

Shri Floriano Machado,  
 Director,  
 M/s. Zuari River Lighterage  
 Pvt. Ltd.,  
 Vasco-da-Gama, Goa.

**Representing Bargecrew**

1. Shri G. D. Bhadkamkar,  
 General Secretary,
2. Shri G. R. Sawant, Secretary,  
 United Bargemen's Association  
 Vasco-da-Gama, Goa.

**SHORT RECITAL OF THE CASE**

THIS SETTLEMENT made at Vasco-da-Gama, Goa on the 12th day of April, 1977 BETWEEN M/s. Zuari River Lighterage Pvt. Ltd., AND the Barge-crew employed by them and represented by United Bargemen's Association (hereinafter referred to as "the Association").

WHEREAS the Association submitted a Charter of Demands dated 25th April, 1975 to the Bargeowner who is a party to this Settlement;

AND WHEREAS the Bargeowners appointed a Negotiating Committee to discuss, negotiate and settle with the Association on their behalf in respect of the Charter of Demands submitted by the Association;

AND WHEREAS the said Committee, pending finalisation of the settlement, arrived at an agreement in respect of the demand for interim relief on 13th August 1975;

AND WHEREAS the Government of Goa, Daman and Diu by their order dated 27-3-1976 referred the dispute in connection with the service conditions of the Bargecrew for adjudication by the Industrial Tribunal, Goa, Daman and Diu and the said Reference is marked as Reference (IT) No. 6 of 1976;

AND WHEREAS the Association filed a Special Civil Application No. 62 of 1976 in the Court of the Judicial Commissioner for Goa, Daman and Diu;

AND WHEREAS pursuant to further discussions and negotiations the majority of the bargeowners have arrived at settlement dated 12-3-1977 to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

AND WHEREAS the Bargeowner, who is a party to this settlement, could not sign the said settlement on 12th March 1977 due to certain genuine difficulties through the terms and conditions were accepted by the Bargeowners.

AND WHEREAS pursuant to further discussions and the negotiations the parties have arrived at the following settlement to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act 1947 (hereinafter referred to as "the Act").

NOW THIS SETTLEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

**TERMS OF SETTLEMENT****1. Revision of Pay Scales and Pay Fixation**

(a) The parties agree that the revised scale of pay will be as shown in Annexure I hereto.

(b) The new classification of the barge-owners in three groups, as shown in Annexure II hereto, shall come into force with effect from 1-1-1977 and the Bargeowner is Annexure II classified in Group III of the Annexure II.

(c) The revised scales of pay shall come into effect from 1-1-75.

**2. Dearness Allowance**

The parties agree that with effect from 1-1-75 the existing rates of dearness allowance will be revised as per Annexure III to this Settlement.

**3. Variable Dearness Allowance**

The Variable Dearness Allowance shall be paid as per rates shown in Annexure IV attached hereto, with effect from 1-1-75.

**4. Compensatory Allowance**

The Bargeowner agrees to introduce with effect from 1-1-75 Compensatory Allowance at the rate of 8% of the basic wages p. m. payable to the bargecrew.

**5. House Rent Allowance**

The parties agree that with effect from 1-1-75, the House Rent Allowance will be revised from 8% to 10% of the basic wages p. m. of the Bargecrew subject to a minimum of Rs. 15/- and maximum of Rs. 55/- per month. Save and except to the extent mentioned above, the existing terms and conditions of payment of House Rent Allowance to barge crew shall continue.

**6. Washing Allowance**

The Bargeowner agrees to pay to every Bargecrew Rs. 5/- per month as washing allowance with effect from 1-1-75.

**7. Boarding Allowance**

The existing compensatory/boarding allowance shall be revised with effect from 1-1-75 from 31% to 40% of basic wages with a minimum of Rs. 55/- per month and shall henceforth be termed as Boarding Allowance. No dearness allowance will be admissible on this allowance. But it will be counted for the purposes of Bonus, Gratuity, Provident Fund and leave benefits.

**8. Food Subsidy**

In consideration of the Bargecrew being required to be on attendance on the barges round-the-clock and ply the barges as and when necessary, the Bargeowner agrees to pay to each Bargecrew a sum of Rs. 45/- per month as food subsidy with effect from 1-1-75.

Note: The food subsidy shall be deemed to be wage for the purposes of short hand money Provident Fund, Bonus, Gratuity, paid leave/holidays and retrenchment compensation only.

**9. Fitments**

The bargecrew shall be fitted in the revised scales applicable to them in the manner shown below:—

It is agreed between the parties that an employee in each category should get a total rise in their pay as on 1st January 1975 within the ranges prescribed below, based on the norms set out in sub-clause (a) to (c).

Khalasis/Sailors	Between Rs. 105 to Rs. 115/-
Asst. Masters (Sukanis)/ Asst. Drivers (Oilmen)	Between Rs. 114 to Rs. 125/-
Drivers Class II	Between Rs. 125 to Rs. 140/-
Masters Class II/Drivers I	Between Rs. 134 to Rs. 150/-

a) The minimum limit of total rise in pay packet shall be strictly adhered to.

b) If as a result of sub-clause (a) a bargecrew is entitled to an increase in excess of the maximum limit of the range for the respective category, the barge crew at subsequent stages in the old scale will be fitted at the same point in the revised scale so, however, that no barge crew shall draw less than the minimum limit prescribed under sub-clause (a).

c) Notwithstanding anything contained in sub-clause (b), if as a result of bunching more than three consecutive stages in the old scale are grouped together at the same stage in the revised scale the bargecrew at the fourth, fifth and sixth stage in the old scale and seventh, eighth and ninth stage in the old scale shall be allowed the benefit of one and two increments respectively in the new scale applicable to him without any regard to the maximum rise for the respective categories.

d) The parties have prepared on the basis of sub-clauses (a) to (c) above an agreed chart for each group showing fitment of the old basic pay in the appropriate stage in new basic scales and these charts will be binding upon the parties in case of any dispute on fitment at a later date.

e) After fitment of workmen in the revised scales in the manner set out above the future annual increments in the revised scale shall be granted to the bargecrew on next due date as per his original date of getting increment.

#### 10. Compensatory off

(i) It is agreed between the parties that with effect from 1-1-77 the bargeowners shall give compensatory off on the following pattern and they shall be credited at the rates given below to the compensatory off account at the end of each calendar year.

(a) The barge crew shall be entitled to 15 compensatory offs in each calendar year subject to the condition that each barge crew puts in minimum actual attendance on the barge for 240 days in a calendar year. In the case of barge crew putting less than 240 days of attendance on the barge reduction in compensatory off shall be made at the rate of 1 compensatory off for 16 days of non attendance; or

(b) The bargecrew shall be entitled to one compensatory off for every ten trips in a calendar year; whichever is higher.

(ii) It is further agreed that the first credit of compensatory offs to the account of the bargecrew in terms of clause (i) above shall be in respect of the calendar year 1976 to be credited to his account as on 1-1-1977.

#### 11. Working Hours

The Association contends that there should be fixed working hours for the bargecrew and though the pattern of the bargecrew being required to be on board round-the-clock and ply the barges as and when required has been in force all along, this is the opportune time to revise the said pattern and the workmen should no longer be asked to work as per the existing pattern. The bargeowner on the other hand contends that changing the existing pattern is not practical or feasible as it would pose innumerable difficulties. It is therefore agreed that in consideration of the bargecrew continuing to work in accordance with existing pattern, the bargeowner has revised the existing scales as per Annexure I, Boarding Allowance as per Clause 7 and have introduced Food Subsidy under clause 8 and compensatory off under clause 10.

#### 12. Overtime

In view of the Settlement in relation to the demand of working hours the demand is not pressed and settled accordingly.

#### 13. Weekly Offs

The existing practice of granting weekly offs shall continue.

#### 14. Leave

##### a) Privilege Leave

The parties agree that the barge crew shall be entitled to 30 days privilege leave with pay for actual attendance of 240 days in a calendar year. Actual attendance means actual attendance on the barge and includes the period of absence on account of accident arising out of and in the course of employment. The ratio of leave to actual days of attendance shall be maintained at the time of crediting the leave.

The Privilege Leave can be accumulated upto a maximum of hundred days at any given time.

##### b) Sick Leave

The parties agree that the existing practice shall continue and the demand is not pressed and is settled accordingly. Sick leave can be accumulated to a maximum of sixty days at any given time.

##### c) Casual Leave

The bargeowner agrees to give the bargecrew total seven days casual leave per annum on the following terms and conditions:

i) Casual Leave shall be available to Bargecrew for emergent and unforeseen circumstances;

ii) Casual Leave may either be prefixed or suffixed (but not both) to weekly off and/or paid holiday and/or compensatory off only.

iii) Bargecrew shall not be entitled to take more than three days casual leave at a time.

iv) As far as possible, sanction for Casual Leave shall be obtained in advance.

v) Casual Leave shall not be permitted to be accumulated and shall lapse at the end of the calendar year.

#### 15. Public Holidays

a) The parties agree that the following eight Holidays shall be declared as paid Holidays:

- (1) Republic Day.
- (2) May Day.
- (3) Independence Day.
- (4) Gandhi Jayanti.
- (5) Goa Liberation Day.
- (6) Ganesh Chathurti.
- (7) Divali.
- (8) Christmas.

(b) As regards working on Holidays and payment thereof is concerned, the existing practice shall continue.

#### 16. Medical/Accident Benefit

The existing Medical/Accident benefit provided by the Bargeowner shall continue.

#### 17. Uniforms

The existing practice will continue.

#### 18. Goa Compensatory Allowance

The demand is not pressed and is settled accordingly.

#### 19. Bhandaris/Cooks

The demand is not pressed and settled accordingly.

#### 20. Leave Travel Concession

The demand is not pressed and settled accordingly.

#### 21. Educational Allowance

The existing practice shall continue.

#### 22. Filtered Water

The bargeowner shall adhere to legal provisions in respect of this demand.

#### 23. Conveyance

The existing practice shall continue.

#### 24. Postal Delivery

The existing practice shall continue.

#### 25. Insurance Scheme

The existing practice shall continue.

#### 26. Advance

The demand is not pressed and settled accordingly.

#### 27. Bonus

The Bonus shall be paid by the respective Barge-Owners in accordance with the provisions of The Payment of Bonus Act, 1965.

#### 28. Medical Facilities

The existing medical benefits granted to the Bargecrew shall be revised with effect from 1-7-77 from Rs. 125/- per annum to Rs. 150/- per annum.

#### 29. Relieving Staff

This demand is not pressed and settled accordingly.

#### 30. Retrenchment Protection to Bargecrew

This demand is not pressed and settled accordingly.

### 31. Trip Incentive Scheme

The existing trip incentive scheme shall continue during the subsistence of this settlement.

### 32. Gratuity

The bargeowner will pay gratuity to the bargecrew irrespective of the salary or wages drawn by them at the date they become entitled to gratuity at the following rates:

Half month wages for each completed year of service subject to a maximum of 20 months.

### 33. Adjustment of Interim Relief

It is agreed that the interim relief and lumpsum payment made to the Bargecrew pursuant to the agreement dated 13-8-75 shall be adjusted against the arrears payable to the bargecrew in terms of clause 9 of this settlement.

### 34. Additional Payments

In addition to the benefits conferred on the bargecrew, the bargeowner has agreed to pay to the bargecrew (i) Rs. 25/- per month for the period 1-1-75 to 31-8-75 for each of the months he has been in service during the said period; and

(ii) 22% of the arrears payable to the bargecrew under clause 9 read with clause 33 and 34(i) of this settlement and in respect of arrears of shorthand money arising as a result of revision of their pay.

### 35. General

a) It is agreed that during the pendency of this Settlement the bargecrew and/or Association shall not raise any demand involving financial burden on the Bargeowners, except Bonus under The Payment of Bonus Act, 1965.

b) This settlement shall be in force for a period of three years from the date of this Settlement and shall continue to remain in force until terminated in accordance with the provisions of the Act.

c) It is agreed that the Association will withdraw the Special Civil Application No. 62 of 1976 filed before the Judicial Commissioner.

d) The parties agree to forward jointly copies of this Settlement to the various authorities as required under the Act and Rules and further to make necessary application to the Industrial Tribunal, Goa, Daman and Diu for making an Award in terms of this Settlement.

e) The arrears payable under this Settlement shall be paid to such of the bargecrew who in writing accept this settlement and agrees to be bound by the terms thereof.

f) The arrears arising out of this Settlement for the period from 1-1-75 to 28-2-77 will be paid in two instalments. The first instalment i.e. 50% of the total arrears payable under this Settlement will be paid on or before 31st March 1977 and the next instalment on or before 31st December 1977. The date of payment will be fixed in consultation with the Association and the payment will be made in the presence of Association office-bearers.

g) The arrears arising out of this Settlement shall also be paid to such of the bargecrew who were in service on 1-1-75 or thereafter but who are no longer in service on the date of this Settlement, for the period for which they were in employment.

h) For purpose of calculating payment of bonus the arrears paid to the Bargecrew under this Settlement shall be taken into account as wages in the year in which payment is made provided however that such payment is in respect of items which fall under the definition of wages, in the Payment of Bonus Act, 1965.

For Bargecrew:

For Zuari River Lighterage  
Private Limited

Sd/-

1. (G. D. Bhadkamkar)  
General Secretary,  
United Bargemen's  
Association.

Sd/-

Designation: Director.  
Name of the Company.

Sd/-

2. (G. R. Sawant)  
Secretary,  
United Bargemen's  
Association.

### Witnesses:

- Sd/-  
1. Ganesh Padte.  
Sd/-  
2. A. Rodrigues.  
Vasco-da-Gama.

### ANNEXURE I

#### Revised Scales of Pay for categories of Bargecrew

Category	Group of	Revised Scales of Pay
Sailor	III	120-5-170-6-230
Asst. Master (Sukhani)	III	165-6-225-8-265-10-315
Asst. Driver (Oilman)		
2nd Class Drivers	III	240-10-340-12-460
1st Class Drivers		
2nd Class Masters		285-12-405-14-475-16-555

### ANNEXURE II

#### Classification of Employers/Bargeowners

##### GROUP I:

- 1) V. S. Dempo & Co. Pvt. Ltd., Panjim.
- 2) Chowgule & Co. Pvt. Ltd., Mormugao.
- 3) V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- 4) Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- 5) Sesa Goa Pvt. Ltd., Panjim.
- 6) Fomento Barges Pvt. Ltd., Margao.

##### GROUP II:

- 1) Shantilal Khushaldas & Bros. Pvt. Ltd. Margao.
- 2) S. Kantilal & Co. Pvt., Ltd., Margao.
- 3) Timblo Private Limited, Margao.
- 4) Rajaram Bandecar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
- 5) Bandecar Brothers Pvt. Ltd., Vasco-da-Gama.
- 6) Anant V. Sarmalkar, Vasco-da-Gama.
- 7) Rajaram N. S. Bandecar & Co. Pvt. Ltd., Vasco-da-Gama.
- 8) Aquarius Pvt. Ltd., Vasco-da-Gama.
- 9) Project Automobiles, Vasco-da-Gama.
- 10) Importex International, Vasco-da-Gama.
- 11) Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.
- 12) Tolani Ltd., Vasco-da-Gama.
- 13) Tolani Engineers Pvt. Ltd., Vasco-da-Gama.
- 14) Kalyan Shipping Lines, Margao.

##### GROUP III:

- 1) Panduronga Timblo Industrias, Margao.
- 2) D. B. Bandodkar & Sons Pvt. Ltd., Panjim.
- 3) Agencia Commercial Maritima, Vasco-da-Gama.
- 4) Costa River Transport, Mapusa.
- 5) Gangadhar Narsingdas Agrawal, Margao. And others whose names are not appearing in Group I and Group II.

### ANNEXURE III

#### Revised rates of Dearness Allowance

Range of Basic Pay	Rate of D. A. p. m.
Upto Rs. 139	Rs. .82
Rs. 140 to 179	Rs. .99
Rs. 180 to 239	Rs. 123
Rs. 240 to 429	Rs. 147
Rs. 430 to 529	Rs. 161
Rs. 530 onwards	Rs. 165

## ANNEXURE IV

## Variable Dearness Allowance

Variable D. A. above CPI No. 215 (1949 — 100)

Basic Pay V. D. A. Per Point P. M.

120-159	0.60 per cent of pay subject to a minimum of 83-30 Paise.
160-249	0.50 per cent of pay subject to a minimum of Rs. 95-40 Paise.
250-349	0.40 per cent of pay subject to a minimum of Rs. 1.245/-.
350-499	0.30 per cent of pay subject to a minimum of Rs. 1.396/-.
500 and above	Rs. 1-50 Paise.

## Review of V. D. A.

The rates of V. D. A. should be revised every six months on 1st April and 1st October, on the basis of the average All India Working Class CPI No. (Base 1949-100) for preceding six months of July-December and January-June respectively.

The fraction of the average increase in the index number should be ignored if it is less than 0.5 but 0.5 or more should be rounded off to the next higher point.

## SCHEDULE 'C'

## MEMORANDUM OF SETTLEMENT

(Under Sec. 2 (p) r/w Sec. 18(i) of the Industrial Disputes Act)

## Names of the parties

## Representing Employer

Shri A. K. Wadhera,  
Manager,  
M/s. G. R. Engineering Works  
Private Limited,  
Shipping Division,  
Vasco-da-Gama, Goa.

## Representing Bargecrew

1. Shri G. D. Bhadkamkar,  
General Secretary,  
United Bargemen's Association,  
Vasco-da-Gama.
2. Shri G. R. Sawant, Secretary,  
United Bargemen's Association  
Vasco-da-Gama.

## SHORT RECITAL OF THE CASE

THIS SETTLEMENT made at Vasco-da-Gama, Goa on the 28th day of March, 1977 BETWEEN M/s. G. R. ENGINEERING WORKS PRIVATE LIMITED AND the Barge-crew employed by them and represented by United Bargemen's Association (hereinafter referred to as "the Association").

WHEREAS the Association submitted a Charter of Demands dated 25th April 1975 to the Bargeowner who is a party to this Settlement;

AND WHEREAS the Bargeowners appointed a Negotiating Committee to discuss, negotiate and settle with the Association on their behalf in respect of the Charter of Demands submitted by the Association;

AND WHEREAS the said Committee, pending finalisation of the settlement, arrived at an agreement in respect of the demand for interim relief on 18th August 1975;

AND WHEREAS the Government of Goa, Daman and Diu by their order dated 27-3-1976 referred the dispute in connection with the service conditions of the Bargecrew for adjudication by the Industrial Tribunal, Goa, Daman and Diu and the said Reference is marked as Reference (IT) No. 6 of 1976;

AND WHEREAS the Association filed a Special Civil Application No. 62 of 1976 in the Court of the Judicial Commissioner for Goa, Daman and Diu;

AND WHEREAS pursuant to further discussions and negotiations the majority of the bargeowners have arrived at settlement dated 12-3-1977 to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

AND WHEREAS the Bargeowner, who is a party to this settlement, could not sign the said settlement on 12th March 1977 due to certain genuine difficulties through the terms and conditions were accepted by the Bargeowners.

AND WHEREAS pursuant to further discussions and the negotiations the parties have arrived at the following settlement to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act 1947 (hereinafter referred to as "the Act").

NOW THIS SETTLEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

## TERMS OF SETTLEMENT

## 1. Revision of Pay Scales and Pay Fixation

(a) The parties agree that the revised scale of pay will be as shown in Annexure I hereto.

(b) The new classification of the bargeowners in three groups, as shown in Annexure II hereto, shall come into force with effect from 1-1-1977 and the Bargeowner is classified in Group III of the Annexure II.

(c) The revised scales of pay shall come into effect from 1-1-75.

## 2. Dearness Allowance

The parties agree that with effect from 1-1-75 the existing rates of dearness allowance will be revised as per Annexure III to this Settlement.

## 3. Variable Dearness Allowance

The Variable Dearness Allowance shall be paid as per rates shown in Annexure IV attached hereto, with effect from 1-1-75.

## 4. Compensatory Allowance

The Bargeowner agrees to introduce with effect from 1-1-75 Compensatory Allowance at the rate of 8% of the basic wages p. m. payable to the bargecrew.

## 5. House Rent Allowance

The parties agree that with effect from 1-1-75, the House Rent Allowance will be revised from 8% to 10% of the basic wages p. m. of the Bargecrew subject to a minimum of Rs. 15/- and maximum of Rs. 55/- per month. Save and except to the extent mentioned above, the existing terms and conditions of payment of House Rent Allowance to barge crew shall continue.

## 6. Washing Allowance

The Bargeowner agrees to pay to every Bargecrew Rs. 5/- per month as washing allowance with effect from 1-1-75.

## 7. Boarding Allowance

The existing compensatory/boarding allowance shall be revised with effect from 1-5-75 from 31% to 40% of basic wages with a minimum of Rs. 55/- per month and shall henceforth be termed as Boarding Allowance. No dearness allowance will be admissible on this allowance. But it will be counted for the purposes of Bonus, Gratuity, Provident Fund and leave benefits.

## 8. Food Subsidy

In consideration of the Bargecrew being required to be on attendance on the barges round-the-clock and ply the barges as and when necessary, the Bargeowner agrees to pay to each Bargecrew a sum of Rs. 45/- per month as food subsidy with effect from 1-1-75.

Note: The food subsidy shall be deemed to be wage for the purposes of short hand money Provident Fund, Bonus, Gra-

tuity, paid leave/holidays and retrenchment compensation only.

#### 9. Fitments

The bargecrew shall be fitted in the revised scales applicable to them in the manner shown below:—

It is agreed between the parties that an employee in each category should get a total rise in their pay as on 1st January 1975 within the ranges prescribed below, based on the norms set out in sub-clauses (a) to (c).

Khalasis/Sailors	Between Rs. 105 to Rs. 115/-
Asst. Masters (Sukanis)/ Asst. Drivers (Oilmen)	Between Rs. 114 to Rs. 125/-
Drivers Class II	Between Rs. 125 to Rs. 140/-
Masters Class II/Drivers I	Between Rs. 134 to Rs. 150/-

a) The minimum limit of total rise in pay packet shall be strictly adhered to.

b) If as a result of sub-clause (a) a bargecrew is entitled to an increase in excess of the maximum limit of the range for the respective category, the barge crew at subsequent stages in the old scale will be fitted at the same point in the revised scale so, however, that no barge crew shall draw less than the minimum limit prescribed under sub-clause (a).

c) Notwithstanding anything contained in sub-clause (b), if as a result of bunching more than three consecutive stages in the old scale are grouped together at the same stage in the revised scale the bargecrew at the fourth, fifth and sixth stage in the old scale and seventh, eighth and ninth stage in the old scale shall be allowed the benefit of one and two increments respectively in the new scale applicable to him without any regard to the maximum rise for the respective categories.

d) The parties have prepared on the basis of sub-clauses (a) to (c) above an agreed chart for each group showing fitment of the old basic pay in the appropriate stage in new basic scales and these charts will be binding upon the parties in case of any dispute on fitment at a later date.

e) After fitment of workmen in the revised scales in the manner set out above the future annual increments in the revised scale shall be granted to the bargecrew on next due date as per his original date of getting increment.

#### 10. Compensatory off

(i) It is agreed between the parties that with effect from 1-1-77 the bargeowners shall give compensatory off on the following pattern and they shall be credited at the rates given below to the compensatory off account at the end of each calendar year.

(a) The barge crew shall be entitled to 15 compensatory offs in each calendar year subject to the condition that each barge crew puts in minimum actual attendance on the barge for 240 days in a calendar year. In the case of barge crew putting less than 240 days of attendance on the barge reduction in compensatory off shall be made at the rate of 1 compensatory off for 16 days of non attendance; or

(b) The bargecrew shall be entitled to one compensatory off for every ten trips in a calendar year; whichever is higher.

(ii) It is further agreed that the first credit of compensatory offs to the account of the bargecrew in terms of clause (i) above shall be in respect of the calendar year 1976 to be credited to his account as on 1-1-1977.

#### 11. Working Hours

The Association contends that there should be fixed working hours for the bargecrew and though the pattern of the bargecrew being required to be on board round-the-clock and ply the barges as and when required has been in force all along, this is the opportune time to revise the said pattern and the workmen should no longer be asked to work as per the existing pattern. The bargeowner on the other hand contends that changing the existing pattern is not practical or feasible as it would pose innumerable difficulties. It is therefore agreed that in consideration of the bargecrew continuing to work in accordance with existing pattern, the bargeowner has revised the existing

scales as per Annexure I, Boarding Allowance as per Clause 7 and have introduced Food Subsidy under clause 8 and compensatory off under clause 10.

#### 12. Overtime

In view of the Settlement in relation to the demand of working hours the demand is not pressed and settled accordingly.

#### 13. Weekly Offs

The existing practice of granting weekly offs shall continue.

#### 14. Leave

##### a) Privilege Leave

The parties agree that the barge crew shall be entitled to 30 days privilege leave with pay for actual attendance of 240 days in a calendar year. Actual attendance means actual attendance on the barge and includes the period of absence on account of accident arising out of and in the course of employment. The ratio of leave to actual days of attendance shall be maintained at the time of crediting the leave.

The Privilege Leave can be accumulated upto a maximum of hundred days at any given time.

##### b) Sick Leave

The parties agree that the existing practice shall continue and the demand is not pressed and is settled accordingly. Sick leave can be accumulated to a maximum of sixty days at any given time.

##### c) Casual Leave

The bargeowner agrees to give the bargecrew total seven days casual leave per annum on the following terms and conditions:

i) Casual Leave shall be available to Bargecrew for emergent and unforeseen circumstances;

ii) Casual Leave may either be prefixed or suffixed (but not both) to weekly off and/or paid holiday and/or compensatory off only.

iii) Bargecrew shall not be entitled to take more than three days casual leave at a time.

iv) As far as possible, sanction for Casual Leave shall be obtained in advance.

v) Casual Leave shall not be permitted to be accumulated and shall lapse at the end of the calendar year.

#### 15. Public Holidays

a) The parties agree that the following eight Holidays shall be declared as paid Holidays:

- (1) Republic Day.
- (2) May Day.
- (3) Independence Day.
- (4) Gandhi Jayanti.
- (5) Goa Liberation Day.
- (6) Ganesh Chathurti.
- (7) Divali.
- (8) Christmas.

(b) As regards working on Holidays and payment thereof is concerned, the existing practice shall continue.

#### 16. Medical/Accident Benefit

The existing Medical/Accident benefit provided by the Bargeowners shall continue.

#### 17. Uniforms

The existing practice will continue.

#### 18. Goa Compensatory Allowance

The demand is not pressed and is settled accordingly.

#### 19. Bhandaris/Cooks

The demand is not pressed and settled accordingly.

#### 20. Leave Travel Concession

The demand is not pressed and settled accordingly.

**21. Educational Allowance**

The existing practice shall continue.

**22. Filtered Water**

The bargeowner shall adhere to legal provisions in respect of this demand.

**23. Conveyance**

The existing practice shall continue.

**24. Postal Delivery**

The existing practice shall continue.

**25. Insurance Scheme**

The existing practice shall continue.

**26. Advance**

The demand is not pressed and settled accordingly.

**27. Bonus**

The Bonus shall be paid by the respective Barge-Owners in accordance with the provisions of The Payment of Bonus Act, 1965.

**28. Medical Facilities**

The existing medical benefits granted to the Bargecrew shall be revised with effect from 1-1-77 from Rs. 125/- per annum to Rs. 150/- per annum.

**29. Relieving Staff**

This demand is not pressed and settled accordingly.

**30. Retrenchment Protection to Bargecrew**

This demand is not pressed and settled accordingly.

**31. Trip Incentive Scheme**

The existing trip incentive scheme shall continue during the subsistence of this settlement.

**32. Gratuity**

The bargeowner will pay gratuity to the bargecrew irrespective of the salary or wages drawn by them at the date they become entitled to gratuity at the following rates:

Half month wages for each completed year of service subject to a maximum of 20 months.

**33. Adjustment of Interim Relief**

It is agreed that the interim relief and lumpsum payment made to the Bargecrew pursuant to the agreement dated 13-8-75 shall be adjusted against the arrears payable to the bargecrew in terms of clause 9 of this settlement.

**34. Additional Payments**

In addition to the benefits conferred on the bargecrew, the bargeowner has agreed to pay to the bargecrew (i) Rs. 25/- per month for the period 1-1-75 to 31-8-75 for each of the months he has been in service during the said period; and

(ii) 22% of the arrears payable to the bargecrew under clause 9 read with clause 33 and 34(i) of this settlement and in respect of arrears of shorthand money arising as a result of revision of their pay.

**35. General**

a) It is agreed that during the pendency of this Settlement the bargecrew and/or Association shall not raise any demand involving financial burden on the Bargeowners, except Bonus under The payment of Bonus Act, 1965.

b) This settlement shall be in force for a period of three years from the date of this Settlement and shall continue to remain in force until terminated in accordance with the provisions of the Act.

c) It is agreed that the Association will withdraw the Special Civil Application No. 62 of 1976 filed before the Judicial Commissioner.

d) The parties agree to forward jointly copies of this Settlement to the various authorities as required under the

Act and Rules and further to make necessary application to the Industrial Tribunal, Goa, Daman and Diu for making an Award in terms of this Settlement.

e) The arrears payable under this Settlement shall be paid to such of the bargecrew who in writing accept this settlement and agrees to be bound by the terms thereof.

f) The arrears arising out of this Settlement for the period from 1-1-75 to 28-2-77 will be paid in two instalments. The first instalment i.e. 50% of the total arrears payable under this Settlement will be paid on or before 31st March 1977 and the next instalment on or before 31st December 1977. The date of payment will be fixed in consultation with the Association and the payment will be made in the presence of Association office-bearers.

g) The arrears arising out of this Settlement shall also be paid to such of the bargecrew who were in service on 1-1-75 or thereafter but who are no longer in service on the date of this Settlement, for the period for which they were in employment.

h) For purpose of calculating payment of bonus the arrears paid to the Bargecrew under this Settlement shall be taken into account as wages in the year in which payment is made provided however that such payment is in respect of items which fall under the definition of wages, in the Payment of Bonus Act, 1965.

## For Bargecrew:

Sd/-

For G. R. Engineering Works Pvt. Ltd.,

Sd/-

Designation: Manager.  
Name of the Company.1. (G. D. Bhadkamkar)  
General Secretary,  
United Bargemen's  
Association.2. (G. R. Sawant)  
Secretary,  
United Bargemen's  
Association.This 28th Day of Month of  
March of year 1977.

## Witnesses:

1. Shyam Khatri.

2. B. S. Bhonsle.

Vasco-da-Gama.

## ANNEXURE I

## Revised Scales of Pay for categories of Bargecrew

Category	Group of	Revised Scales of Pay
Sailor	III	120-5-170-6-230
Asst. Master((Sukhani	III	165-6-225-8-265-10-315
Asst. Driver (Oilman)		
2nd Class Drivers	III	240-10-340-12-460
1st Class Drivers		
2nd Class Masters		285-12-405-14-475-16-555

## ANNEXURE II

## Classification of Employers/Bargeowners

## GROUP I:

- 1) V. S. Dempo & Co. Pvt. Ltd., Panjim.
- 2) Chowgule & Co. Pvt. Ltd., Mormugao.
- 3) V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- 4) Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- 5) Sesa Goa Pvt. Ltd., Panjim.
- 6) Fomento Barges Pvt. Ltd., Margao.

## GROUP II:

- 1) Shantilal Khushaldas & Bros. Pvt. Ltd. Margao.
- 2) S. Kantilal & Co. Pvt., Ltd., Margao.
- 3) Timblo Private Limited, Margao.
- 4) Rajaram Bandecar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
- 5) Bandecar Brothers Pvt. Ltd., Vasco-da-Gama.

- 6) Anant V. Sarmalkar, Vasco-da-Gama.
- 7) Rajaram N. S. Bandecar & Co. Pvt. Ltd., Vasco-da-Gama.
- 8) Aquarius Pvt. Ltd., Vasco-da-Gama.
- 9) Project Automobiles, Vasco-da-Gama.
- 10) Importex International, Vasco-da-Gama.
- 11) Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.
- 12) Tolani Ltd., Vasco-da-Gama.
- 13) Tolani Engineers Pvt. Ltd., Vasco-da-Gama.
- 14) Kalyan Shipping Lines, Margao.

#### GROUP III:

- 1) Panduronga Timblo Industrias, Margao.
- 2) D. B. Bandodkar & Sons Pvt. Ltd., Panjim.
- 3) Agencia Commercial Maritima, Vasco-da-Gama.
- 4) Costa River Transport, Mapusa.
- 5) Gangadhar Narsingdas Agrawal, Margao. And others whose names are not appearing in Group I and Group II.

#### ANNEXURE III

##### Revised rates of Dearness Allowance

Range of Basic Pay	Rate of D. A. p. m.
Upto Rs. 139	Rs. 82
Rs. 140 to 179	Rs. 99
Rs. 180 to 239	Rs. 123
Rs. 240 to 429	Rs. 147
Rs. 430 to 529	Rs. 161
Rs. 530 onwards	Rs. 165

#### ANNEXURE IV

##### Variable Dearness Allowance

Variable D. A. above CPI No. 215 (1949 — 100)

Basic Pay	V. D. A. Per Point P. M.
120-159	0.60 per cent of pay subject to a minimum of 83-30 Paise.
160-249	0.50 per cent of pay subject to a minimum of Rs. 95-40 Paise.
250-349	0.40 per cent of pay subject to a minimum of Rs. 1.245/-.
350-499	0.30 per cent of pay subject to a minimum of Rs. 1.396/-.
500 and above	Rs. 1-50 Paise.

##### Review of V. D. A.

The rates of V. D. A. should be revised every six months on 1st April and 1st October, on the basis of the average All India Working Class CPI No. (Base 1949-100) for preceding six months of July-December and January-June respectively.

The fraction of the average increase in the index number should be ignored if it is less than 0.5 but 0.5 or more should be rounded off to the next higher point.

#### SCHEDULE 'D'

##### MEMORANDUM OF SETTLEMENT

(Under Sec. 2 (p) r/w/S. 18(i) of the Industrial Disputes Act)

##### Names of the parties

##### Representing Employer

S. P. Kamat,  
M/s. Jain Navigation,  
Vasco-da-Gama, Goa.

##### Representing Bargecrew

1. Shri G. D. Bhadkamkar, General Secretary,
2. Shri G. R. Sawant, Secretary, United Bargemen's Association Vasco-da-Gama.

#### SHORT RECITAL OF THE CASE

THIS SETTLEMENT made at Vasco-da-Gama, Goa on the 31st day of March, 1977 BETWEEN M/s. JAIN NAVIGATION AND the Barge-crew employed by them and represented by United Bargemen's Association (hereinafter referred to as "the Association").

WHEREAS the Association submitted a Charter of Demands dated 25th April, 1975 to the Bargeowner who is a party to this Settlement;

AND WHEREAS the Bargeowners appointed a Negotiating Committee to discuss, negotiate and settle with the Association on their behalf in respect of the Charter of Demands submitted by the Association;

AND WHEREAS the said Committee, pending finalisation of the settlement, arrived at an agreement in respect of the demand for interim relief on 13th August 1975;

AND WHEREAS the Government of Goa, Daman and Diu by their order dated 27-3-1976 referred the dispute in connection with the service conditions of the Bargecrew for adjudication by the Industrial Tribunal, Goa, Daman and Diu and the said Reference is marked as Reference (IT) No. 6 of 1976;

AND WHEREAS the Association filed a Special Civil Application No. 62 of 1976 in the Court of the Judicial Commissioner for Goa, Daman and Diu;

AND WHEREAS pursuant to further discussions and negotiations the majority of the bargeowners have arrived at settlement dated 12-3-1977 to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

AND WHEREAS the Bargeowner, who is a party to this settlement, could not sign the said settlement on 12th March 1977 due to certain genuine difficulties through the terms and conditions were accepted by the Bargeowners.

AND WHEREAS pursuant to further discussions and the negotiations the parties have arrived at the following settlement to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act 1947 (hereinafter referred to as "the Act").

NOW THIS SETTLEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

#### TERMS OF SETTLEMENT

##### 1. Revision of Pay Scales and Pay Fixation

(a) The parties agree that the revised Annexure I scales of pay will be as shown in Annexure I hereto.

(b) The new classification of the bargeowners in three groups, as shown in Annexure II hereto, shall come into force with effect from 1-1-1977 and the Bargeowner is classified in Group III of the Annexure II.

(c) The revised scales of pay shall come into effect from 1-1-75.

##### 2. Dearness Allowance

The parties agree that with effect from 1-1-75 the existing rates of dearness allowance Annexure III will be revised as per Annexure III to this Settlement.

##### 3. Variable Dearness Allowance

The Variable Dearness Allowance shall be Annexure IV paid as per rates shown in Annexure IV attached hereto, with effect from 1-1-75.

#### 4. Compensatory Allowance

The Bargeowner agrees to introduce with effect from 1-1-75 Compensatory Allowance at the rate of 8% of the basic wages p. m. payable to the bargecrew.

#### 5. House Rent Allowance

The parties agree that with effect from 1-1-75, the House Rent Allowance will be revised from 8% to 10% of the basic wages p. m. of the Bargecrew subject to a minimum of Rs. 15/- and maximum of Rs. 55/- per month. Save and except to the extent mentioned above, the existing terms and conditions of payment of House Rent Allowance to barge crew shall continue.

#### 6. Washing Allowance

The Bargeowner agrees to pay to every Bargecrew Rs. 5/- per month as washing allowance with effect from 1-1-75.

#### 7. Boarding Allowance

The existing compensatory/boarding allowance shall be revised with effect from 1-5-75 from 31% to 40% of basic wages with a minimum of Rs. 55/- per month and shall henceforth be termed as Boarding Allowance. No dearness allowance will be admissible on this allowance. But it will be counted for the purposes of Bonus, Gratuity, Provident Fund and leave benefits.

#### 8. Food Subsidy

In consideration of the Bargecrew being required to be on attendance on the barges round-the-clock and ply the barges as and when necessary, the Bargeowner agrees to pay to each Bargecrew a sum of Rs. 45/- per month as food subsidy with effect from 1-1-75.

*Note:* The food subsidy shall be deemed to be wage for the purposes of short hand money Provident Fund, Bonus, Gratuity, paid leave/holidays and retrenchment compensation only.

#### 9. Fitments

The bargecrew shall be fitted in the revised scales applicable to them in the manner shown below:—

It is agreed between the parties that an employee in each category should get a total rise in their pay as on 1st January 1975 within the ranges prescribed below, based on the norms set out in sub-clauses (a) to (c).

Khalasis/Sailors	Between Rs. 105 to Rs. 115/-
Asst. Masters (Sukhanis)/ Asst. Drivers (Oilmen)	Between Rs. 114 to Rs. 125/-
Drivers Class II	Between Rs. 125 to Rs. 140/-
Masters Class II/Drivers I	Between Rs. 134 to Rs. 150/-

a) The minimum limit of total rise in pay packet shall be strictly adhered to.

b) If as a result of sub-clause (a) a bargecrew is entitled to an increase in excess of the maximum limit of the range for the respective category, the barge crew at subsequent stages in the old scale will be fitted at the same point in the revised scale so, however, that no barge crew shall draw less than the minimum limit prescribed under sub-clause (a).

c) Notwithstanding anything contained in sub-clause (b), if as a result of bunching more than three consecutive stages in the old scale are grouped together at the same stage in the revised scale the bargecrew at the fourth, fifth and sixth stage in the old scale and seventh, eighth and ninth stage in the old scale shall be allowed the benefit of one and two increments respectively in the new scale applicable to him without any regard to the maximum rise for the respective categories.

d) The parties have prepared on the basis of sub-clause(a) to (c), above an agreed chart for each group showing fitment of the old basic pay in the appropriate stage in new basic scales and these charts will be binding upon the parties in case of any dispute on fitment at a later date.

e) After fitment of workmen in the revised scales in the manner set out above the future annual increments in the revised scale shall be granted to the bargecrew on next due date as per his original date of getting increment.

#### 10. Compensatory off

(i) It is agreed between the parties that with effect from 1-1-77 the bargeowners shall give compensatory off on the following pattern and they shall be credited at the rates given below to the compensatory off account at the end of each calendar year.

(a) The barge crew shall be entitled to 15 compensatory offs in each calendar year subject to the condition that each barge crew puts in minimum actual attendance on the barge for 240 days in a calendar year. In the case of barge crew putting less than 240 days of attendance on the barge reduction in compensatory off shall be made at the rate of 1 compensatory off for 16 days of non attendance; or

(b) The bargecrew shall be entitled to one compensatory off for every ten trips in a calendar year; whichever is higher.

(ii) It is further agreed that the first credit of compensatory offs to the account of the bargecrew in terms of clause (i) above shall be in respect of the calendar year 1976 to be credited to his account as on 1-1-1977.

#### 11. Working Hours

The Association contends that there should be fixed working hours for the bargecrew and though the pattern of the bargecrew being required to be on board round-the-clock and ply the barges as and when required has been in force all along, this is the opportune time to revise the said pattern and the workmen should no longer be asked to work as per the existing pattern. The bargeowners on the other hand contend that changing the existing pattern is not practical or feasible as it would pose innumerable difficulties. It is therefore agreed that in consideration of the bargecrew continuing to work in accordance with existing pattern, bargeowners have revised the existing scales as per Annexure I, Boarding Allowance as per Clause 7 and have introduced Food Subsidy under clause 8 and compensatory off under clause 10.

#### 12. Overtime

In view of the Settlement in relation to the demand of working hours the demand is not pressed and settled accordingly.

#### 13. Weekly Offs

The existing practice of granting weekly offs shall continue.

#### 14. Leave

##### a) Privilege Leave

The parties agree that the barge crew shall be entitled to 30 days privilege leave with pay for actual attendance of 240 days in a calendar year. Actual attendance means actual attendance on the barge and includes the period of absence on account of accident arising out of and in the course of employment. The ratio of leave to actual days of attendance shall be maintained at the time of crediting the leave.

The Privilege Leave can be accumulated upto a maximum of hundred days at any given time.

##### b) Sick Leave

The parties agree that the existing practice shall continue and the demand is not pressed and is settled accordingly. Sick leave can be accumulated to a maximum of sixty days at any given time.

##### c) Casual Leave

The bargeowner agrees to give the bargecrew total seven days casual leave per annum on the following terms and conditions:

i) Casual Leave shall be available to Bargecrew for emergent and unforeseen circumstances;

ii) Casual Leave may either be prefixed or suffixed (but not both) to weekly off and/or paid holiday and/or compensatory off only.

iii) Bargecrew shall not be entitled to take more than three days casual leave at a time.

iv) As far as possible, sanction for Casual Leave shall be obtained in advance.

v) Casual Leave shall not be permitted to be accumulated and shall lapse at the end of the calendar year.

**15. Public Holidays**

a) The parties agree that the following eight Holidays shall be declared as paid Holidays:

- (1) Republic Day.
- (2) May Day.
- (3) Independence Day.
- (4) Gandhi Jayanti.
- (5) Goa Liberation Day.
- (6) Ganesh Chathurti.
- (7) Divali.
- (8) Christmas.

(b) As regards working on Holidays and payment thereof is concerned, the existing practice shall continue.

**16. Medical/Accident Benefit**

The existing Medical/Accident benefit provided by the Bargeowner shall continue.

**17. Uniforms**

The existing practice will continue.

**18. Goa Compensatory Allowance**

The demand is not pressed and is settled accordingly.

**19. Bhandaris/Cooks**

The demand is not pressed and settled accordingly.

**20. Leave Travel Concession**

The demand is not pressed and settled accordingly.

**21. Educational Allowance**

The existing practice shall continue.

**22. Filtered Water**

The bargeowner shall adhere to legal provisions in respect of this demand.

**23. Conveyance**

The existing practice shall continue.

**24. Postal Delivery**

The existing practice shall continue.

**25. Insurance Scheme**

The existing practice shall continue.

**26. Advance**

The demand is not pressed and settled accordingly.

**27. Bonus**

The Bonus shall be paid by the respective Barge-Owners in accordance with the provisions of The Payment of Bonus Act, 1965.

**28. Medical Facilities**

The existing medical benefits granted to the Bargecrew shall be revised with effect from 1-1-77 from Rs. 125/- per annum to Rs. 150/- per annum.

**29. Relieving Staff**

This demand is not pressed and settled accordingly.

**30. Retrenchment Protection to Bargecrew**

This demand is not pressed and settled accordingly.

**31. Trip Incentive Scheme**

The existing trip incentive scheme shall continue during the subsistence of this settlement.

**32. Gratuity**

The bargeowner will pay gratuity to the bargecrew irrespective of the salary or wages drawn by them at the date they become entitled to gratuity at the following rates:

Half month wages for each completed year of service subject to a maximum of 20 months.

**33. Adjustment of Interim Relief**

It is agreed that the interim relief and lumpsum payment made to the Bargecrew pursuant to the agreement dated 13-8-75 shall be adjusted against the arrears payable to the bargecrew in terms of clause 9 of this settlement.

**34. Additional Payments**

In addition to the benefits conferred on the bargecrew, the bargeowner has agreed to pay to the bargecrew (i) Rs. 25/- per month for the period 1-1-75 to 31-8-75 for each of the months he has been in service during the said period; and

(ii) 22% of the arrears payable to the bargecrew under clause 9 read with clause 33 and 34(i) of this settlement and in respect of arrears of shorthand money arising as a result of revision of their pay.

**35. General**

a) It is agreed that during the pendency of this Settlement the bargecrew and/or Association shall not raise any demand involving financial burden on the Bargeowners, except Bonus under The Payment of Bonus Act, 1965.

b) This settlement shall be in force for a period of three years from the date of this Settlement and shall continue to remain in force until terminated in accordance with the provisions of the Act.

c) It is agreed that the Association will withdraw the Special Civil Application No. 62 of 1976 filed before the Judicial Commissioner.

d) The parties agree to forward jointly copies of this Settlement to the various authorities as required under the Act and Rules and further to make necessary application to the Industrial Tribunal, Goa, Daman and Diu for making an Award in terms of this Settlement.

e) The arrears payable under this Settlement shall be paid to such of the bargecrew who in writing accept this settlement and agrees to be bound by the terms thereof.

f) The arrears arising out of this Settlement for the period from 1-1-75 to 28-2-77 will be paid in two instalments. The first instalment i.e. 50% of the total arrears payable under this Settlement will be paid on or before 31st March 1977 and the next instalment on or before 31st December 1977. The date of payment will be fixed in consultation with the Association and the payment will be made in the presence of Association office-bearers.

g) The arrears arising out of this Settlement shall also be paid to such of the bargecrew who were in service on 1-1-75 or thereafter but who are no longer in service on the date of this Settlement, for the period for which they were in employment.

h) For purpose of calculating payment of bonus the arrears paid to the Bargecrew under this Settlement shall be taken into account as wages in the year in which payment is made provided however that such payment is in respect of items which fall under the definition of wages, in the Payment of Bonus Act, 1965.

For Bargecrew:

1. (G. D. Bhadkamkar)  
General Secretary,  
United Bargeemen's  
Association.

Sd/-  
Designation:  
Name of the Company.

2. (G. R. Sawant)  
Secretary,  
United Bargeemen's  
Association.

Witnesses:

1. Kalyan K. Bhos.  
2. Xavier D'Cunha.  
Vasco-da-Gama.

## ANNEXURE I

## Revised Scales of Pay for categories of Bargecrew.

Category	Group of	Revised Scales of Pay
Sailor	III	120-5-170-6-230
Asst. Master (Sukhani)	III	165-6-225-8-265-10-315
Asst. Driver (Oilman)		
2nd Class Drivers	III	240-10-340-12-460
1st Class Drivers		
2nd Class Masters		285-12-405-14-475-16-555

## ANNEXURE II

## Classification of Employers/Bargeowners

## GROUP I:

- 1) V. S. Dempo & Co. Pvt. Ltd., Panjim.
- 2) Chowgule & Co. Pvt. Ltd., Mormugao.
- 3) V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- 4) Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- 5) Sesa Goa Pvt. Ltd., Panjim.
- 6) Fomento Barges Pvt. Ltd., Margao.

## GROUP II:

- 1) Shantilal Khushaldas & Bros. Pvt. Ltd. Margao.
- 2) S. Kantilal & Co. Pvt. Ltd., Margao.
- 3) Timblo Private Limited, Margao.
- 4) Rajaram Bandecar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
- 5) Bandecar Brothers Pvt. Ltd., Vasco-da-Gama.
- 6) Anant V. Sarmalkar, Vasco-da-Gama.
- 7) Rajaram N. S. Bandecar & Co. Pvt. Ltd., Vasco-da-Gama.
- 8) Aquarius Pvt. Ltd., Vasco-da-Gama.
- 9) Project Automobiles, Vasco-da-Gama.
- 10) Importex International, Vasco-da-Gama.
- 11) Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.
- 12) Tolani Ltd., Vasco-da-Gama.
- 13) Tolani Engineers Pvt. Ltd., Vasco-da-Gama.
- 14) Kalyan Shipping Lines, Margao.

## GROUP III:

- 1) Panduronga Timblo Industrias, Margao.
- 2) D. B. Bandodkar & Sons Pvt. Ltd., Panjim.
- 3) Agencia Commercial Maritima, Vasco-da-Gama.
- 4) Costa River Transport, Mapusa.
- 5) Gangadhar Narsingdas Agrawal, Margao. And others whose names are not appearing in Group I and Group II.

## ANNEXURE III

## Revised rates of Dearness Allowance

Range of Basic Pay	Rate of D. A. p. m.
Upto Rs. 139	Rs. 82
Rs. 140 to 179	Rs. 99
Rs. 180 to 239	Rs. 123
Rs. 240 to 429	Rs. 147
Rs. 430 to 529	Rs. 161
Rs. 530 onwards	Rs. 165

## ANNEXURE IV

## Variable Dearness Allowance

Variable D. A. above CPI No. 215 (1949—100)	V. D. A. Per Point P. M.
Basic Pay	V. D. A. Per Point P. M.
120-159	0.60 per cent of pay subject to a minimum of Rs. 83-30 Paise.
160-249	0.50 per cent of pay subject to a minimum of Rs. 95-40 Paise.
250-349	0.40 per cent of pay subject to a minimum of Rs. 1.245/-.
350-499	0.30 per cent of pay subject to a minimum of Rs. 1.396/-.
500 and above	Rs. 1-50 Paise.

## Review of V. D. A.

The rates of V. D. A. should be revised every six months on 1st April and 1st October, on the basis of the average All India Working Class CPI No. (Base 1949-100) for preceding six months of July-December and January-June respectively.

The fraction of the average increase in the index number should be ignored if it is less than 0.5 but 0.5 or more should be rounded off to the next higher point.

## SCHEDULE 'E'

## MEMORANDUM OF SETTLEMENT

(Under Sec. 2 (p) read with Sec. 18(i) of the Industrial Disputes Act)

## Names of the parties

## Representing Employer

Shri S. P. Kamat,  
M/s. Eastern Navigation,  
Vasco-da-Gama, Goa.

## Representing Bargecrew

1. Shri G. D. Bhadkamkar,  
General Secretary,
2. Shri G. R. Sawant, Secretary,  
United Bargemen's Association  
Vasco-da-Gama, Goa.

## SHORT RECITAL OF THE CASE

THIS SETTLEMENT made at Vasco-da-Gama, Goa on the 31st day of March, 1977 BETWEEN M/s. EASTERN NAVIGATION AND the Barge-crew employed by them and represented by United Bargemen's Association (hereinafter referred to as "the Association").

WHEREAS the Association submitted a Charter of Demands dated 25th April, 1975 to the Bargeowner who is a party to this Settlement;

AND WHEREAS the Bargeowners appointed a Negotiating Committee to discuss, negotiate and settle with the Association on their behalf in respect of the Charter of Demands submitted by the Association;

AND WHEREAS the said Committee, pending finalisation of the settlement, arrived at an agreement in respect of the demand for interim relief on 13th August 1975;

AND WHEREAS the Government of Goa, Daman and Diu by their order dated 27-3-1976 referred the dispute in connection with the service conditions of the Bargecrew for adjudication by the Industrial Tribunal, Goa, Daman and Diu and the said Reference is marked as Reference (IT) No. 6 of 1976;

AND WHEREAS the Association filed a Special Civil Application No. 62 of 1976 in the Court of the Judicial Commissioner for Goa, Daman and Diu;

AND WHEREAS pursuant to further discussions and negotiations and majority of the bargeowners have arrived

at settlement dated 12-3-1977 to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

AND WHEREAS the Bargeowner, who is a party to this settlement, could not sign the said settlement on 12th March 1977 due to certain genuine difficulties through the terms and conditions were accepted by the Bargeowners.

AND WHEREAS pursuant to further discussions and the negotiations the parties have arrived at the following settlement to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act 1947 (hereinafter referred to as "the Act").

NOW THIS SETTLEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

#### TERMS OF SETTLEMENT

##### 1. Revision of Pay Scales and Pay Fixation

**Annexure I** (a) The parties agree that the revised scale of pay will be as shown in Annexure I hereto.

**Annexure II** (b) The new classification of the barge-owners in three groups, as shown in Annexure II hereto, shall come into force with effect from 1-1-1977 and the Bargeowner is classified in Group III of the Annexure II.

(c) The revised scales of pay shall come into effect from 1-1-75.

##### 2. Dearness Allowance

**Annexure III** The parties agree that with effect from 1-1-75 the existing rates of dearness allowance will be revised as per Annexure III to this Settlement.

##### 3. Variable Dearness Allowance

**Annexure IV** The Variable Dearness Allowance shall be paid as per rates shown in Annexure IV attached hereto, with effect from 1-1-75.

##### 4. Compensatory Allowance

The Bargeowner agrees to introduce with effect from 1-1-75 Compensatory Allowance at the rate of 8% of the basic wages p. m. payable to the bargecrew.

##### 5. House Rent Allowance

The parties agree that with effect from 1-1-75, the House Rent Allowance will be revised from 8% to 10% of the basic wages p. m. of the Bargecrew subject to a minimum of Rs. 15/- and maximum of Rs. 55/- per month. Save and except to the extent mentioned above, the existing terms and conditions of payment of House Rent Allowance to barge crew shall continue.

##### 6. Washing Allowance

The Bargeowner agrees to pay to every Bargecrew Rs. 5/- per month as washing allowance with effect from 1-1-75.

##### 7. Boarding Allowance

The existing compensatory/boarding allowance shall be revised with effect from 1-5-75 from 31% to 40% of basic wages with a minimum of Rs. 55/- per month and shall henceforth be termed as Boarding Allowance. No dearness allowance will be admissible on this allowance. But it will be counted for the purposes of Bonus, Gratuity, Provident Fund and leave benefits.

##### 8. Food Subsidy

In consideration of the Bargecrew being required to be on attendance on the barges round-the-clock and ply the barges as and when necessary, the Bargeowner agrees to pay to each Bargecrew a sum of Rs. 45/- per month as food subsidy with effect from 1-1-75.

**Note:** The food subsidy shall be deemed to be wage for the purposes of short hand money Provident Fund, Bonus, Gratuity, paid leave/holidays and retrenchment compensation only.

##### 9. Fitments

The bargecrew shall be fitted in the revised scales applicable to them in the manner shown below: —

It is agreed between the parties that an employee in each category should get a total rise in their pay as on 1st January 1975 within the ranges prescribed below, based on the norms set out in sub-clauses (a) to (c).

Khalasis/Sailors	Between Rs. 105 to Rs. 115/-
Asst. Masters (Sukanis)/ Asst. Drivers (Oilmen)	Between Rs. 114 to Rs. 125/-
Drivers Class II	Between Rs. 125 to Rs. 140/-
Masters Class II/Drivers I	Between Rs. 134 to Rs. 150/-

a) The minimum limit of total rise in pay packet shall be strictly adhered to.

b) If as a result of sub-clause (a) a bargecrew is entitled to an increase in excess of the maximum limit of the range for the respective category, the barge crew at subsequent stages in the old scale will be fitted at the same point in the revised scale so, however, that no barge crew shall draw less than the minimum limit prescribed under sub-clause (a).

c) Notwithstanding anything contained in sub-clause (b), if as a result of bunching more than three consecutive stages in the old scale are grouped together at the same stage in the revised scale the bargecrew at the fourth, fifth and sixth stage in the old scale and seventh, eighth and ninth stage in the old scale shall be allowed the benefit of one and two increments respectively in the new scale applicable to him without any regard to the maximum rise for the respective categories.

d) The parties have prepared on the basis of sub-clauses (a) to (c) above an agreed chart for each group showing fitment of the old basic pay in the appropriate stage in new basic scales and these charts will be binding upon the parties in case of any dispute on fitment at a later date.

e) After fitment of workmen in the revised scales in the manner set out above the future annual increments in the revised scale shall be granted to the bargecrew on next due date as per his original date of getting increment.

##### 10. Compensatory off

(i) It is agreed between the parties that with effect from 1-1-77 the bargeowners shall give compensatory off on the following pattern and they shall be credited at the rates given below to the compensatory off account at the end of each calendar year.

(a) The barge crew shall be entitled to 15 compensatory offs in each calendar year subject to the condition that each barge crew puts in minimum actual attendance on the barge for 240 days in a calendar year. In the case of barge crew putting less than 240 days of attendance on the barge reduction in compensatory off shall be made at the rate of 1 compensatory off for 16 days of non attendance; or

(b) The bargecrew shall be entitled to one compensatory off for every ten trips in a calendar year; whichever is higher.

(ii) It is further agreed that the first credit of compensatory offs to the account of the bargecrew in terms of clause (i) above shall be in respect of the calendar year 1976 to be credited to his account as on 1-1-1977.

##### 11. Working Hours

The Association contends that there should be fixed working hours for the bargecrew and though the pattern of the bargecrew being required to be on board round-the-clock and ply the barges as and when required has been in force all along, this is the opportune time to revise the said pattern and the workmen should no longer be asked to work as per the existing pattern. The bargeowner on the other hand contends that changing the existing pattern is not practical or feasible as it would pose innumerable difficulties. It is therefore agreed that in consideration of the bargecrew continuing to work in accordance with existing pattern, the bargeowner has revised the existing scales as per Annexure I, Boarding Allowance as per Clause 7 and have introduced Food Subsidy under clause 8 and compensatory off under clause 10.

**12. Overtime**

In view of the Settlement in relation to the demand of working hours the demand is not pressed and settled accordingly.

**13. Weekly Offs**

The existing practice of granting weekly offs shall continue.

**14. Leave****a) Privilege Leave**

The parties agree that the barge crew shall be entitled to 30 days privilege leave with pay for actual attendance of 240 days in a calendar year. Actual attendance means actual attendance on the barge and includes the period of absence on account of accident arising out of and in the course of employment. The ratio of leave to actual days of attendance shall be maintained at the time of crediting the leave.

The Privilege Leave can be accumulated upto a maximum of hundred days at any given time.

**b) Sick Leave**

The parties agree that the existing practice shall continue and the demand is not pressed and is settled accordingly. Sick leave can be accumulated to a maximum of sixty days at any given time.

**c) Casual Leave**

The bargeowner agrees to give the bargecrew total seven days casual leave per annum on the following terms and conditions:

- i) Casual Leave shall be available to Bargecrew for emergent and unforeseen circumstances;
- ii) Casual Leave may either be prefixed or suffixed (but not both) to weekly off and/or paid holiday and/or compensatory off only.
- iii) Bargecrew shall not be entitled to take more than three days casual leave at a time.
- iv) As far as possible, sanction for Casual Leave shall be obtained in advance.
- v) Casual Leave shall not be permitted to be accumulated and shall lapse at the end of the calendar year.

**15. Public Holidays**

a) The parties agree that the following eight Holidays shall be declared as paid Holidays:

- (1) Republic Day.
- (2) May Day.
- (3) Independence Day.
- (4) Gandhi Jayanti.
- (5) Goa Liberation Day.
- (6) Ganesh Chathurti.
- (7) Divali.
- (8) Christmas.

(b) As regards working on Holidays and payment thereof is concerned, the existing practice shall continue.

**16. Medical/Accident Benefit**

The existing Medical/Accident benefit provided by the Bargeowners shall continue.

**17. Uniforms**

The existing practice will continue.

**18. Goa Compensatory Allowance**

The demand is not pressed and is settled accordingly.

**19. Bhandaris/Cooks**

The demand is not pressed and settled accordingly.

**20. Leave Travel Concession**

The demand is not pressed and settled accordingly.

**21. Educational Allowance**

The existing practice shall continue.

**22. Filtered Water**

The bargeowners shall adhere to legal provisions in respect of this demand.

**23. Conveyance**

The existing practice shall continue.

**24. Postal Delivery**

The existing practice shall continue.

**25. Insurance Scheme**

The existing practice shall continue.

**26. Advance**

The demand is not pressed and settled accordingly.

**27. Bonus**

The Bonus shall be paid by the respective Barge-Owners in accordance with the provisions of The Payment of Bonus Act, 1965.

**28. Medical Facilities**

The existing medical benefits granted to the Bargecrew shall be revised with effect from 1-1-77 from Rs. 125/- per annum to Rs. 150/- per annum.

**29. Relieving Staff**

This demand is not pressed and settled accordingly.

**30. Retrenchment Protection to Bargecrew**

This demand is not pressed and settled accordingly.

**31. Trip Incentive Scheme**

The existing trip incentive scheme shall continue during the subsistence of this settlement.

**32. Gratuity**

The bargeowner will pay gratuity to the bargecrew irrespective of the salary or wages drawn by them at the date they become entitled to gratuity at the following rates:

Half month wages for each completed year of service subject to a maximum of 20 months.

**33. Adjustment of Interim Relief**

It is agreed that the interim relief and lumpsum payment made to the Bargecrew pursuant to the agreement dated 13-8-75 shall be adjusted against the arrears payable to the bargecrew in terms of clause 9 of this settlement.

**34. Additional Payments**

In addition to the benefits conferred on the bargecrew, the bargeowner has agreed to pay to the bargecrew (i) Rs. 25/- per month for the period 1-1-75 to 31-8-75 for each of the months he has been in service during the said period; and

(ii) 22% of the arrears payable to the bargecrew under clause 9 read with clause 33 and 34(i) of this settlement and in respect of arrears of shorthand money arising as a result of revision of their pay.

**35. General**

a) It is agreed that during the pendency of this Settlement the bargecrew and/or Association shall not raise any demand involving financial burden on the Bargeowners, except Bonus under The Payment of Bonus Act, 1965.

b) This settlement shall be in force for a period of three years from the date of this Settlement and shall continue to remain in force until terminated in accordance with the provisions of the Act.

c) It is agreed that the Association will withdraw the Special Civil Application No. 62 of 1976 filed before the Judicial Commissioner.

d) The parties agree to forward jointly copies of this Settlement to the various authorities as required under the Act and Rules and further to make necessary application to the Industrial Tribunal, Goa, Daman and Diu for making an Award in terms of this Settlement.

e) The arrears payable under this Settlement shall be paid to such of the bargecrew who in writing accept this settlement and agrees to be bound by the terms thereof.

f) The arrears arising out of this Settlement for the period from 1-1-75 to 28-2-77 will be paid in two instalments. The first instalment i.e. 50% of the total arrears payable under this Settlement will be paid on or before 31st March 1977 and the next instalment on or before 31st December 1977. The date of payment will be fixed in consultation with the Association and the payment will be made in the presence of Association office-bearers.

g) The arrears arising out of this Settlement shall also be paid to such of the bargecrew who were in service on 1-1-75 or thereafter but who are no longer in service on the date of this Settlement, for the period for which they were in employment.

h) For purpose of calculating payment of bonus the arrears paid to the Bargecrew under this Settlement shall be taken into account as wages in the year in which payment is made provided however that such payment is in respect of items which fall under the definition of wages, in the Payment of Bonus Act, 1965.

Sd/-

1. (G. D. Bhadkamkar)  
General Secretary,  
United Bargemen's  
Association.

Sd/-

Designation:  
Name of the Company.

Sd/-

2. (G. R. Sawant)  
Secretary,  
United Bargemen's  
Association.

Witnesses:

Sd/-

1. Anthony Mendes.

Sd/-

2. Kalyan Kumar Bros.

Vasco-da-Gama.

**ANNEXURE I****Revised Scales of Pay for categories of Bargecrew**

Category	Group of	Revised Scales of Pay
Sailor	III	120-5-170-6-230
Asst. Master (Sukhani)	III	165-6-225-8-265-10-315
Asst. Driver (Oilman)		
2nd Class Drivers	III	240-10-340-12-460
1st Class Drivers		
2nd Class Masters		285-12-405-14-475-16-555

**ANNEXURE II****Classification of Employers/Bargeowners****GROUP I:**

- 1) V. S. Dempo & Co. Ltd., Panjim.
- 2) Chowgule & Co. Pvt. Ltd., Mormugao.
- 3) V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- 4) Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- 5) Sesa Goa Pvt. Ltd., Panjim.
- 6) Fomento Barges Pvt. Ltd., Margao.

**GROUP II:**

- 1) Shantilal Khushaldas & Bros. Pvt. Ltd. Margao.
- 2) S. Kantilal & Co. Pvt. Ltd., Margao.
- 3) Timblo Private Limited, Margao.
- 4) Rajaram Bandecar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
- 5) Bandecar Brothers Pvt. Ltd., Vasco-da-Gama.

6) Anant V. Sarmalkar, Vasco-da-Gama.

7) Rajaram N. S. Bandecar & Co. Pvt. Ltd., Vasco-da-Gama.

8) Aquarius Pvt. Ltd., Vasco-da-Gama.

9) Project Automobiles, Vasco-da-Gama.

10) Importex International, Vasco-da-Gama.

11) Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.

12) Tolani Ltd., Vasco-da-Gama.

13) Tolani Engineers Pvt. Ltd., Vasco-da-Gama.

14) Kalyan Shipping Lines, Margao.

**GROUP III:**

1) Panduronga Timblo Industrias, Margao.

2) D. B. Bandodkar & Sons Pvt. Ltd., Panjim.

3) Agencia Commercial Maritima, Vasco-da-Gama.

4) Costa River Transport, Mapusa.

5) Gangadhar Narsingdas Agrawal, Margao. And others whose names are not appearing in Group I and Group II.

**ANNEXURE III****Revised rates of Dearness Allowance**

Range of Basic Pay	Rate of D. A. p. m.
Upto Rs. 139	Rs. 82
Rs. 140 to 179	Rs. 99
Rs. 180 to 239	Rs. 123
Rs. 240 to 429	Rs. 147
Rs. 430 to 529	Rs. 161
Rs. 530 onwards	Rs. 165

**ANNEXURE IV****Variable Dearness Allowance****Variable D. A. above CPI No. 215 (1949 — 100)**

Basic Pay	V. D. A. Per Point P. M.
120-159	0.60 per cent of pay subject to a minimum of 83-30 Paise.
160-249	0.50 per cent of pay subject to a minimum of Rs. 95-40 Paise.
250-349	0.40 per cent of pay subject to a minimum of Rs. 1,245/-.
350-499	0.30 per cent of pay subject to a minimum of Rs. 1,396/-
500 and above	Rs. 1-50 Paise.

**Review of V. D. A.**

The rates of V. D. A. should be revised every six months on 1st April and 1st October, on the basis of the average All India Working Class CPI No. (Base 1949-100) for preceding six months of July-December and January-June respectively.

The fraction of the average increase in the index number should be ignored if it is less than 0.5 but 0.5 or more should be rounded off to the next higher point.

**SCHEDULE 'F'****MEMORANDUM OF SETTLEMENT**

(Under Sec. 2 (p) r/w/S. 18(i) of the Industrial Disputes Act)

**Names of the parties****Representing Employer**

Shri S. P. Kamat,  
M/s. Yaswant Kumar Singhee  
Vasco-da-Gama, Goa.

*Representing Bargecrew*

1. Shri G. D. Bhadkamkar,  
General Secretary,
2. Shri G. R. Sawant, Secretary,  
United Bargemen's Association  
Vasco-da-Gama, Goa.

**SHORT RECITAL OF THE CASE**

THIS SETTLEMENT made at Vasco-da-Gama, Goa on the 31st day of March, 1977 BETWEEN M/s. YASWANT KUMAR SINGHEE AND Barge-crew employed by them and represented by United Bargemen's Association (hereinafter referred to as "the Association").

WHEREAS the Association submitted a Charter of Demands dated 25th April, 1975 to the Bargeowner who is a party to this settlement;

AND WHEREAS the Bargeowners appointed a Negotiating Committee to discuss, negotiate and settle with the Association on their behalf in respect of the Charter of Demands submitted by the Association;

AND WHEREAS the said Committee, pending finalisation of the settlement, arrived at an agreement in respect of the demand for interim relief on 13th August 1975;

AND WHEREAS the Government of Goa, Daman and Diu by their order dated 27-3-1976 referred the dispute in connection with the service conditions of the Bargecrew for adjudication by the Industrial Tribunal, Goa, Daman and Diu and the said Reference is marked as Reference (IT) No. 6 of 1976;

AND WHEREAS the Association filed a Special Civil Application No. 62 of 1976 in the Court of the Judicial Commissioner for Goa, Daman and Diu;

AND WHEREAS pursuant to further discussions and negotiations the majority of the bargeowners have arrived at settlement dated 12-3-1977 to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

AND WHEREAS the Bargeowner, who is a party to this settlement, could not sign the said settlement on 12th March 1977 due to certain genuine difficulties through the terms and conditions were accepted by the Bargeowners.

AND WHEREAS pursuant to further discussions and the negotiations the parties have arrived at the following settlement to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act 1947 (hereinafter referred to as "the Act").

NOW THIS SETTLEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

**TERMS OF SETTLEMENT****1. Revision of Pay Scales and Pay Fixation**

Annexure I (a) The parties agree that the revised scales of pay will be as shown in Annexure I hereto.

Annexure II (b) The new classification of the barge-owners in three groups, as shown in Annexure II hereto, shall come into force with effect from 1-1-1977 and the Bargeowner is classified in Group III of the Annexure II.

(c) The revised scales of pay shall come into effect from 1-1-75.

**2. Dearness Allowance**

Annexure III The parties agree that with effect from 1-1-75 the existing rates of dearness allowance will be revised as per Annexure III to this Settlement.

**3. Variable Dearness Allowance**

Annexure IV The Variable Dearness Allowance shall be paid as per rates shown in Annexure IV attached hereto, with effect from 1-1-75.

**4. Compensatory Allowance**

The Bargeowner agrees to introduce with effect from 1-1-75 Compensatory Allowance at the rate of 8% of the basic wages p.m. payable to the bargecrew.

**5. House Rent Allowance**

The parties agree that with effect from 1-1-75, the House Rent Allowance will be revised from 8% to 10% of the basic wages p.m. of the Bargecrew subject to a minimum of Rs. 15/- and maximum of Rs. 55/- per month. Save and except to the extent mentioned above, the existing terms and conditions of payment of House Rent Allowance to barge crew shall continue.

**6. Washing Allowance**

The Bargeowner agrees to pay to every Bargecrew Rs. 5/- per month as washing allowance with effect from 1-1-75.

**7. Boarding Allowance**

The existing compensatory/boarding allowance shall be revised with effect from 1-1-75 from 31% to 40% of basic wages with a minimum of Rs. 55/- per month and shall henceforth be termed as Boarding Allowance. No dearness allowance will be admissible on this allowance. But it will be counted for the purposes of Bonus, Gratuity, Provident Fund and leave benefits.

**8. Food Subsidy**

In consideration of the Bargecrew being required to be on attendance on the barges round-the-clock and ply the barges as and when necessary, the Bargeowner agrees to pay to each Bargecrew a sum of Rs. 45/- per month as food subsidy with effect from 1-1-75.

*Note:* The food subsidy shall be deemed to be wage for the purposes of short hand money Provident Fund, Bonus, Gratuity, paid leave/holidays and retrenchment compensation only.

**9. Fitments**

The bargecrew shall be fitted in the revised scales applicable to them in the manner shown below:—

It is agreed between the parties that an employee in each category should get a total rise in their pay as on 1st January 1975 within the ranges prescribed below, based on the norms set out in sub-clauses (a) to (c).

Khalasis/Sailors	Between Rs. 105 to Rs. 115/-
Asst. Masters (Sukanis)/ Asst. Drivers (Oilmen)	Between Rs. 114 to Rs. 125/-
Drivers Class II	Between Rs. 125 to Rs. 140/-
Masters Class II/Drivers I	Between Rs. 134 to Rs. 150/-

a) The minimum limit of total rise in pay packet shall be strictly adhered to.

b) If as a result of sub-clause (a) a bargecrew is entitled to an increase in excess of the maximum limit of the range for the respective category, the barge crew at subsequent stages in the old scale will be fitted at the same point in the revised scale so, however, that no barge crew shall draw less than the minimum limit prescribed under sub-clause (a).

c) Notwithstanding anything contained in sub-clause (b), if as a result of bunching more than three consecutive stages in the old scale are grouped together at the same stage in the revised scale the bargecrew at the fourth, fifth and sixth stage in the old scale and seventh, eighth and ninth stage in the old scale shall be allowed the benefit of one and two increments respectively in the new scale applicable to him without any regard to the maximum rise for the respective categories.

d) The parties have prepared on the basis of sub-clauses (a) to (c) above an agreed chart for each group showing fitment of the old basic pay in the appropriate stage in new basic scales and these charts will be binding upon the parties in case of any dispute on fitment at a later date.

e) After fitment of workmen in the revised scales in the manner set out above the future annual increments in the revised scale shall be granted to the bargecrew on next due date as per his original date of getting increment.

**10. Compensatory off**

(i) It is agreed between the parties that with effect from 1-1-77 the bargeowners shall give compensatory off on the following pattern and they shall be credited at the rates given below to the compensatory off account at the end of each calendar year.

(a) The barge crew shall be entitled to 15 compensatory offs in each calendar year subject to the condition that each barge crew puts in minimum actual attendance on the barge for 240 days in a calendar year. In the case of barge crew putting less than 240 days of attendance on the barge reduction in compensatory off shall be made at the rate of 1 compensatory off for 16 days of non attendance; or

(b) The bargecrew shall be entitled to one compensatory off for every ten trips in a calendar year; whichever is higher.

(ii) It is further agreed that the first credit of compensatory offs to the account of the bargecrew in terms of clause (i) above shall be in respect of the calendar year 1976 to be credited to his account as on 1-1-1977.

**11. Working Hours**

The Association contends that there should be fixed working hours for the bargecrew and though the pattern of the bargecrew being required to be on board round-the-clock and ply the barges as and when required has been in force all along, this is the opportune time to revise the said pattern and the workmen should no longer be asked to work as per the existing pattern. The bargeowner on the other hand contends that changing the existing pattern is not practical or feasible as it would pose innumerable difficulties. It is therefore agreed that in consideration of the bargecrew continuing to work in accordance with existing pattern, the bargeowner has revised the existing scales as per Annexure I, Boarding Allowance as per Clause 7 and have introduced Food Subsidy under clause 8 and compensatory off under clause 10.

**12. Overtime**

In view of the Settlement in relation to the demand of working hours the demand is not pressed and settled accordingly.

**13. Weekly Offs**

The existing practice of granting weekly offs shall continue.

**14. Leave**

a) *Privilege Leave*

The parties agree that the barge crew shall be entitled to 30 days privilege leave with pay for actual attendance of 240 days in a calendar year. Actual attendance means actual attendance on the barge and includes the period of absence on account of accident arising out of and in the course of employment. The ratio of leave to actual days of attendance shall be maintained at the time of crediting the leave.

The Privilege Leave can be accumulated upto a maximum of hundred days at any given time.

b) *Sick Leave*

The parties agree that the existing practice shall continue and the demand is not pressed and is settled accordingly. Sick leave can be accumulated to a maximum of sixty days at any given time.

c) *Casual Leave*

The bargeowner agrees to give the bargecrew total seven days casual leave per annum on the following terms and conditions:

- i) Casual Leave shall be available to Bargecrew for emergent and unforeseen circumstances;
- ii) Casual Leave may either be prefixed or suffixed (but not both) to weekly off and/or paid holiday and/or compensatory off only.
- iii) Bargecrew shall not be entitled to take more than three days casual leave at a time.
- iv) As far as possible, sanction for Casual Leave shall be obtained in advance.
- v) Casual Leave shall not be permitted to be accumulated and shall lapse at the end of the calendar year.

**15. Public Holidays**

a) The parties agree that the following eight Holidays shall be declared as paid Holidays:

- (1) Republic Day.
- (2) May Day.
- (3) Independence Day.
- (4) Gandhi Jayanti.
- (5) Goa Liberation Day.
- (6) Ganesh Chathurti.
- (7) Divali.
- (8) Christmas.

(b) As regards working on Holidays and payment thereof is concerned, the existing practice shall continue.

**16. Medical/Accident Benefit**

The existing Medical/Accident benefit provided by the Bargeowners shall continue.

**17. Uniforms**

The existing practice will continue.

**18. Goa Compensatory Allowance**

The demand is not pressed and is settled accordingly.

**19. Bhandaris/Cooks**

The demand is not pressed and settled accordingly.

**20. Leave Travel Concession**

The demand is not pressed and settled accordingly.

**21. Educational Allowance**

The existing practice shall continue.

**22. Filtered Water**

The bargeowner shall adhere to legal provisions in respect of this demand.

**23. Conveyance**

The existing practice shall continue.

**24. Postal Delivery**

The existing practice shall continue.

**25. Insurance Scheme**

The existing practice shall continue.

**26. Advance**

The demand is not pressed and settled accordingly.

**27. Bonus**

The Bonus shall be paid by the respective Barge-Owners in accordance with the provisions of The Payment of Bonus Act, 1965.

**28. Medical Facilities**

The existing medical benefits granted to the Bargecrew shall be revised with effect from 1-1-77 from Rs. 125/- per annum to Rs. 150/- per annum.

**29. Relieving Staff**

This demand is not pressed and settled accordingly.

**30. Retrenchment Protection to Bargecrew**

This demand is not pressed and settled accordingly.

**31. Trip Incentive Scheme**

The existing trip incentive scheme shall continue during the subsistence of this settlement.

**32. Gratuity**

The bargeowner will pay gratuity to the bargecrew irrespective of the salary or wages drawn by them at the date they become entitled to gratuity at the following rates:

Half month wages for each completed year of service subject to a maximum of 20 months.

7249

**33. Adjustment of Interim Relief**

It is agreed that the interim relief and lumpsum payment made to the Bargecrew pursuant to the agreement dated 13-8-75 shall be adjusted against the arrears payable to the bargecrew in terms of clause 9 of this settlement.

**34. Additional Payments**

In addition to the benefits conferred on the bargecrew, the bargeowner has agreed to pay to the bargecrew (i) Rs. 25/- per month for the period 1-1-75 to 31-8-75 for each of the months he has been in service during the said period; and

(ii) 22% of the arrears payable to the bargecrew under clause 9 read with clause 33 and 34(i) of this settlement and in respect of arrears of shorthand money arising as a result of revision of their pay.

**35. General**

a) It is agreed that during the pendency of this Settlement the bargecrew and/or Association shall not raise any demand involving financial burden on the Bargeowners, except Bonus under The Payment of Bonus Act, 1965.

b) This settlement shall be in force for a period of three years from the date of this Settlement and shall continue to remain in force until terminated in accordance with the provisions of the Act.

c) It is agreed that the Association will withdraw the Special Civil Application No. 62 of 1976 filed before the Judicial Commissioner.

d) The parties agree to forward jointly copies of this Settlement to the various authorities as required under the Act and Rules and further to make necessary application to the Industrial Tribunal, Goa, Daman and Diu for making an Award in terms of this Settlement.

e) The arrears payable under this Settlement shall be paid to such of the bargecrew who in writing accept this settlement and agrees to be bound by the terms thereof.

f) The arrears arising out of this Settlement for the period from 1-1-75 to 28-2-77 will be paid in two instalments. The first instalment i.e. 50% of the total arrears payable under this Settlement will be paid on or before 31st March 1977 and the next instalment on or before 31st December 1977. The date of payment will be fixed in consultation with the Association and the payment will be made in the presence of Association office-bearers.

g) The arrears arising out of this Settlement shall also be paid to such of the bargecrew who were in service on 1-1-75 or thereafter but who are no longer in service on the date of this Settlement, for the period for which they were in employment.

h) For purpose of calculating payment of bonus the arrears paid to the Bargecrew under this Settlement shall be taken into account as wages in the year in which payment is made provided however that such payment is in respect of items which fall under the definition of wages, in the Payment of Bonus Act, 1965.

For Bargecrew:

Sd/-

Sd/-

1. (G. D. Bhadkamkar)  
General Secretary,  
United Bargemen's  
Association.
- Shri S. P. Kamat.  
Designation:  
Name of the Company.

Sd/-

2. (G. R. Sawant)  
Secretary,  
United Bargemen's  
Association.

Witnesses:

Sd/-

1. Xavier D'Cunha.
- Sd/-
2. Kalyan Kumar Bros.

Vasco-da-Gama.

**ANNEXURE I****Revised Scales of Pay for categories of Bargecrew**

Category	Group of	Revised Scales of Pay
Sailor	III	120-5-170-6-230
Asst. Master((Sukhani)		
Asst. Driver (Oilman)	III	165-6-225-8-265-10-315
2nd Class Drivers	III	240-10-340-12-460
1st Class Drivers		
2nd Class Masters		285-12-405-14-475-16-555

**ANNEXURE II****Classification of Employers/Bargeowners****GROUP I:**

- 1) V. S. Dempo & Co. Pvt. Ltd., Panjim.
- 2) Chowgule & Co. Pvt. Ltd., Mormugao.
- 3) V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- 4) Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- 5) Sesa Goa Pvt. Ltd., Panjim.
- 6) Fomento Barges Pvt. Ltd., Margao.

**GROUP II:**

- 1) Shantilal Khushaldas & Bros. Pvt. Ltd. Margao.
- 2) S. Kantilal & Co. Pvt. Ltd., Margao.
- 3) Timblo Private Limited, Margao.
- 4) Rajaram Bandecar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
- 5) Bandecar Brothers Pvt. Ltd., Vasco-da-Gama.
- 6) Anant V. Sarmalkar, Vasco-da-Gama.
- 7) Rajaram N. S. Bandecar & Co. Pvt. Ltd., Vasco-da-Gama.
- 8) Aquarius Pvt. Ltd., Vasco-da-Gama.
- 9) Project Automobiles, Vasco-da-Gama.
- 10) Importex International, Vasco-da-Gama.
- 11) Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.
- 12) Tolani Ltd., Vasco-da-Gama.
- 13) Tolani Engineers Pvt. Ltd., Vasco-da-Gama.
- 14) Kalyan Shipping Lines, Margao.

**GROUP III:**

- 1) Panduronga Timblo Industrias, Margao.
- 2) D. B. Bandodkar & Sons Pvt. Ltd., Panjim.
- 3) Agencia Commercial Maritima, Vasco-da-Gama.
- 4) Costa River Transport, Mapusa.
- 5) Gangadhar Narsingdas Agrawal, Margao. And others whose names are not appearing in Group I and Group II.

**ANNEXURE III****Revised rates of Dearness Allowance**

Range of Basic Pay	Rate of D. A. p. m.
Upto Rs. 139	Rs. 82
Rs. 140 to 179	Rs. 99
Rs. 180 to 239	Rs. 123
Rs. 240 to 429	Rs. 147
Rs. 430 to 529	Rs. 161
Rs. 530 onwards	Rs. 165

## ANNEXURE IV

## Variable Dearness Allowance

Variable D. A. above CPI No. 215 (1949—100)

Basic Pay	V. D. A. Per Point P. M.
120-159	0.60 per cent of pay subject to a minimum of 83-30 Paise.
160-249	0.50 per cent of pay subject to a minimum of Rs. 95-40 Paise.
250-349	0.40 per cent of pay subject to a minimum of Rs. 1,245/-.
350-499	0.30 per cent of pay subject to a minimum of Rs. 1,396/-.
500 and above	Rs. 1-50 Paise.

## Review of V.D.A.

The rates of V. D. A. should be revised every six months on 1st April and 1st October, on the basis of the average. All India Working Class CPI No. (Base 1949-100) for preceding six months of July-December and January-June respectively.

The fraction of the average increase in the index number should be ignored if it is less than 0.5 but 0.5 or more should be rounded off to the next higher point.

## SCHEDULE 'G'

## MEMORANDUM OF SETTLEMENT

(Under Sec. 2 (p) r/w Sec. 18(i) of the Industrial Disputes Act)

## Names of the parties

## Representing the Employer

Shri Ravi Nair,  
Manager,  
M/s. Eureka Shipping Co. Pvt. Ltd.,  
Vasco-da-Gama, Goa.

## Representing the Bargecrew

1. Shri G. D. Bhadkamkar,  
General Secretary,
2. Shri G. R. Sawant, Secretary,  
United Bargemen's Association  
Vasco-da-Gama, Goa.

## SHORT RECITAL OF THE CASE

THIS SETTLEMENT made at Vasco-da-Gama, Goa on the 7th day of April, 1977 BETWEEN M/s. EUREKA SHIPPING CO. PVT. LTD., AND the Barge-crew employed by them and represented by United Bargemen's Association (hereinafter referred to as "the Association").

WHEREAS the Association submitted a Charter of Demands dated 25th April, 1975 to the Bargeowner who is a party to this Settlement;

AND WHEREAS the Bargeowners appointed a Negotiating Committee to discuss, negotiate and settle with the Association on their behalf in respect of the Charter of Demands submitted by the Association;

AND WHEREAS the said Committee, pending finalisation of the settlement, arrived at an agreement in respect of the demand for interim relief on 13th August 1975;

AND WHEREAS the Government of Goa, Daman and Diu by their order dated 27-3-1976 referred the dispute in connection with the service conditions of the Bargecrew for adjudication by the Industrial Tribunal, Goa, Daman and Diu and the said Reference is marked as Reference (IT) No. 6 of 1976;

AND WHEREAS the Association filed a Special Civil Application No. 62 of 1976 in the Court of the Judicial Commissioner for Goa, Daman and Diu;

AND WHEREAS pursuant to further discussions and negotiations the majority of the bargeowners have arrived at settlement dated 12-3-1977 to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

AND WHEREAS the Bargeowner, who is a party to this settlement, could not sign the said settlement on 12th March 1977 due to certain genuine difficulties through the terms and conditions were accepted by the Bargeowners.

AND WHEREAS pursuant to further discussions and the negotiations the parties have arrived at the following settlement to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act 1947 (hereinafter referred to as "the Act").

NOW THIS SETTLEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

## TERMS OF SETTLEMENT

## 1. Revision of Pay Scales and Pay Fixation

(a) The parties agree that the revised scales of pay will be as shown in Annexure I hereto.

(b) The new classification of the barge-owners in three groups, as shown in Annexure II hereto, shall come into force with effect from 1-1-1977 and the Bargeowner is classified in Group III of the Annexure II.

(c) The revised scales of pay shall come into effect from 1-1-75.

## 2. Dearness Allowance

The parties agree that with effect from 1-1-75 the existing rates of dearness allowance Annexure III will be revised as per Annexure III to this Settlement.

## 3. Variable Dearness Allowance

The Variable Dearness Allowance shall be paid as per rates shown in Annexure IV attached hereto, with effect from 1-1-75.

## 4. Compensatory Allowance

The Bargeowner agrees to introduce with effect from 1-1-75 Compensatory Allowance at the rate of 8% of the basic wages p. m. payable to the bargecrew.

## 5. House Rent Allowance

The parties agree that with effect from 1-1-75, the House Rent Allowance will be revised from 8% to 10% of the basic wages p. m. of the Bargecrew subject to a minimum of Rs. 15/- and maximum of Rs. 55/- per month. Save and except to the extent mentioned above, the existing terms and conditions of payment of House Rent Allowance to barge crew shall continue.

## 6. Washing Allowance

The Bargeowner agrees to pay to every Bargecrew Rs. 5/- per month as washing allowance with effect from 1-1-75.

## 7. Boarding Allowance

The existing compensatory/boarding allowance shall be revised with effect from 1-5-75 from 31% to 40% of basic wages with a minimum of Rs. 55/- per month and shall henceforth be termed as Boarding Allowance. No dearness allowance will be admissible on this allowance. But it will be counted for the purposes of Bonus, Gratuity, Provident Fund and leave benefits.

## 8. Food Subsidy

In consideration of the Bargecrew being required to be on attendance on the barges round-the-clock and ply the barges as and when necessary, the Bargeowner agrees to pay to each Bargecrew a sum of Rs. 45/- per month as food subsidy with effect from 1-1-75.

Note: The food subsidy shall be deemed to be wage for the purposes of short hand money Provident Fund, Bonus, Gr-

tuity, paid leave/holidays and retrenchment compensation only.

#### 9. Fitments

The bargecrew shall be fitted in the revised scales applicable to them in the manner shown below:—

It is agreed between the parties that an employee in each category should get a total rise in their pay as on 1st January 1975 within the ranges prescribed below, based on the norms set out in sub-clauses (a) to (c).

Khalasis/Sailors	Between Rs. 105 to Rs. 115/-
Asst. Masters (Sukanis)/ Asst. Drivers (Oilmen)	Between Rs. 114 to Rs. 125/-
Drivers Class II	Between Rs. 125 to Rs. 140/-
Masters Class II/Drivers I	Between Rs. 134 to Rs. 150/-

a) The minimum limit of total rise in pay packet shall be strictly adhered to.

b) If as a result of sub-clause (a) a bargecrew is entitled to an increase in excess of the maximum limit of the range for the respective category, the barge crew at subsequent stages in the old scale will be fitted at the same point in the revised scale so, however, that no barge crew shall draw less than the minimum limit prescribed under sub-clause (a).

c) Notwithstanding anything contained in sub-clause (b), if as a result of bunching more than three consecutive stages in the old scale are grouped together at the same stage in the revised scale the bargecrew at the fourth, fifth and sixth stage in the old scale and seventh, eighth and ninth stage in the old scale shall be allowed the benefit of one and two increments respectively in the new scale applicable to him without any regard to the maximum rise for the respective categories.

d) The parties have prepared on the basis of sub-clauses (a) to (c) above an agreed chart for each group showing fitment of the old basic pay in the appropriate stage in new basic scales and these charts will be binding upon the parties in case of any dispute on fitment at a later date.

e) After fitment of workmen in the revised scales in the manner set out above the future annual increments in the revised scale shall be granted to the bargecrew on next due date as per his original date of getting increment.

#### 10. Compensatory off

(i) It is agreed between the parties that with effect from 1-1-77 the bargeowners shall give compensatory off on the following pattern and they shall be credited at the rates given below to the compensatory off account at the end of each calendar year.

(a) The barge crew shall be entitled to 15 compensatory offs in each calendar year subject to the condition that each barge crew puts in minimum actual attendance on the barge for 240 days in a calendar year. In the case of barge crew putting less than 240 days of attendance on the barge reduction in compensatory off shall be made at the rate of 1 compensatory off for 16 days of non attendance; or

(b) The bargecrew shall be entitled to one compensatory off for every ten trips in a calendar year; whichever is higher.

(ii) It is further agreed that the first credit of compensatory offs to the account of the bargecrew in terms of clause (i) above shall be in respect of the calendar year 1976 to be credited to his account as on 1-1-1977.

#### 11. Working Hours

The Association contends that there should be fixed working hours for the bargecrew and though the pattern of the bargecrew being required to be on board round-the-clock and ply the barges as and when required has been in force all along, this is the opportune time to revise the said pattern and the workmen should no longer be asked to work as per the existing pattern. The bargeowner on the other hand contends that changing the existing pattern is not practical or feasible as it would pose innumerable difficulties. It is therefore agreed that in consideration of the bargecrew continuing to work in accordance with existing pattern, the bargeowner has revised the existing

scales as per Annexure I, Boarding Allowance as per Clause 7 and have introduced Food Subsidy under clause 8 and compensatory off under clause 10.

#### 12. Overtime

In view of the Settlement in relation to the demand of working hours the demand is not pressed and settled accordingly.

#### 13. Weekly Offs

The existing practice of granting weekly offs shall continue.

#### 14. Leave

##### a) Privilege Leave

The parties agree that the barge crew shall be entitled to 30 days privilege leave with pay for actual attendance of 240 days in a calendar year. Actual attendance means actual attendance on the barge and includes the period of absence on account of accident arising out of and in the course of employment. The ratio of leave to actual days of attendance shall be maintained at the time of crediting the leave.

The Privilege Leave can be accumulated upto a maximum of hundred days at any given time.

##### b) Sick Leave

The parties agree that the existing practice shall continue and the demand is not pressed and is settled accordingly. Sick leave can be accumulated to a maximum of sixty days at any given time.

##### c) Casual Leave

The bargeowner agrees to give the bargecrew total seven days casual leave per annum on the following terms and conditions:

- i) Casual Leave shall be available to Bargecrew for emergent and unforeseen circumstances;
- ii) Casual Leave may either be prefixed or suffixed (but not both) to weekly off and/or paid holiday and/or compensatory off only.
- iii) Bargecrew shall not be entitled to take more than three days casual leave at a time.
- iv) As far as possible, sanction for Casual Leave shall be obtained in advance.
- v) Casual Leave shall not be permitted to be accumulated and shall lapse at the end of the calendar year.

#### 15. Public Holidays

a) The parties agree that the following eight Holidays shall be declared as paid Holidays:

- (1) Republic Day.
- (2) May Day.
- (3) Independence Day.
- (4) Gandhi Jayanti.
- (5) Goa Liberation Day.
- (6) Ganesh Chathurti.
- (7) Divali.
- (8) Christmas.

(b) As regards working on Holidays and payment thereof is concerned, the existing practice shall continue.

#### 16. Medical/Accident Benefit

The existing Medical/Accident benefit provided by the Bargeowner shall continue.

#### 17. Uniforms

The existing practice will continue.

#### 18. Goa Compensatory Allowance

The demand is not pressed and is settled accordingly.

#### 19. Bhandaris/Cooks

The demand is not pressed and settled accordingly.

#### 20. Leave Travel Concession

The demand is not pressed and settled accordingly.

**21. Educational Allowance**

The existing practice shall continue.

**22. Filtered Water**

The bargeowner shall adhere to legal provisions in respect of this demand.

**23. Conveyance**

The existing practice shall continue.

**24. Postal Delivery**

The existing practice shall continue.

**25. Insurance Scheme**

The existing practice shall continue.

**26. Advance**

The demand is not pressed and settled accordingly.

**27. Bonus**

The Bonus shall be paid by the respective Barge-Owners in accordance with the provisions of The Payment of Bonus Act, 1965.

**28. Medical Facilities**

The existing medical benefits granted to the Bargecrew shall be revised with effect from 1-1-77 from Rs. 125/- per annum to Rs. 150/- per annum.

**29. Relieving Staff**

This demand is not pressed and settled accordingly.

**30. Retrenchment Protection to Bargecrew**

This demand is not pressed and settled accordingly.

**31. Trip Incentive Scheme**

The existing trip incentive scheme shall continue during the subsistence of this settlement.

**32. Gratuity**

The bargeowner will pay gratuity to the bargecrew irrespective of the salary or wages drawn by them at the date they become entitled to gratuity at the following rates:

Half month wages for each completed year of service subject to a maximum of 20 months.

**33. Adjustment of Interim Relief**

It is agreed that the interim relief and lumpsum payment made to the Bargecrew pursuant to the agreement dated 13-8-75 shall be adjusted against the arrears payable to the bargecrew in terms of clause 9 of this settlement.

**34. Additional Payments**

In addition to the benefits conferred on the bargecrew, the bargeowner has agreed to pay to the bargecrew (i) Rs. 25/- per month for the period 1-1-75 to 31-8-75 for each of the months he has been in service during the said period; and

(ii) 22% of the arrears payable to the bargecrew under clause 9 read with clause 33 and 34(i) of this settlement and in respect of arrears of shorthand money arising as a result of revision of their pay.

**35. General**

a) It is agreed that during the pendency of this Settlement the bargecrew and/or Association shall not raise any demand involving financial burden on the Bargeowners, except Bonus under The Payment of Bonus Act, 1965.

b) This settlement shall be in force for a period of three years from the date of this Settlement and shall continue to remain in force until terminated in accordance with the provisions of the Act.

c) It is agreed that the Association will withdraw the Special Civil Application No. 62 of 1976 filed before the Judicial Commissioner.

d) The parties agree to forward jointly copies of this Settlement to the various authorities as required under the

Act and Rules and further to make necessary application to the Industrial Tribunal, Goa, Daman and Diu for making an Award in terms of this Settlement.

e) The arrears payable under this Settlement shall be paid to such of the bargecrew who in writing accept this settlement and agrees to be bound by the terms thereof.

f) The arrears arising out of this Settlement for the period from 1-1-75 to 28-2-77 will be paid in two instalments. The first instalment i.e. 50% of the total arrears payable under this Settlement will be paid on or before 31st March 1977 and the next instalment on or before 31st December 1977. The date of payment will be fixed in consultation with the Association and the payment will be made in the presence of Association office-bearers.

g) The arrears arising out of this Settlement shall also be paid to such of the bargecrew who were in service on 1-1-75 or thereafter but who are no longer in service on the date of this Settlement, for the period for which they were in employment.

h) For purpose of calculating payment of bonus the arrears paid to the Bargecrew under this Settlement shall be taken into account as wages in the year in which payment is made provided however that such payment is in respect of items which fall under the definition of wages, in the Payment of Bonus Act, 1965.

For Bargecrew:

1. (G. D. Bhadkamkar)	Sd/-
General Secretary, United Bargemen's Association.	Designation: Name of the Company.
2. (G. R. Sawant)	
Secretary, United Bargemen's Association.	

Witnesses:

1. John Mendonsa.
2. Ganesh Fadte.

Vasco-da-Gama.

#### ANNEXURE I

##### Revised Scales of Pay for categories of Bargecrew

Category	Group of	Revised Scales of Pay
Sailor	III	120-5-170-6-230
Asst. Master (Sukhani)	III	165-6-225-8-265-10-315
Asst. Driver (Oilman)		
2nd Class Drivers	III	240-10-340-12-460
1st Class Drivers		
2nd Class Masters		285-12-405-14-475-16-555

#### ANNEXURE II

##### Classification of Employers/Bargeowners

GROUP I:

- 1) V. S. Dempo & Co. Pvt. Ltd., Panjim.
- 2) Chowgule & Co. Pvt. Ltd., Mormugao.
- 3) V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- 4) Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- 5) Sesa Goa Pvt. Ltd., Panjim.
- 6) Fomento Barges Pvt. Ltd., Margao.

GROUP II:

- 1) Shantilal Khushaldas & Bros. Pvt. Ltd. Margao.
- 2) S. Kantilal & Co. Pvt. Ltd., Margao.
- 3) Timblo Private Limited, Margao.
- 4) Rajaram Bandecar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.

- 5) Bandecar Brothers Pvt. Ltd., Vasco-da-Gama.
- 6) Anant V. Sarmalkar, Vasco-da-Gama.
- 7) Rajaram N. S. Bandecar & Co. Pvt. Ltd., Vasco-da-Gama.
- 8) Aquarius Pvt. Ltd., Vasco-da-Gama.
- 9) Project Automobiles, Vasco-da-Gama.
- 10) Importex International, Vasco-da-Gama.
- 11) Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.
- 12) Tolani Ltd., Vasco-da-Gama.
- 13) Tolani Engineers Pvt. Ltd., Vasco-da-Gama.
- 14) Kalyan Shipping Lines, Margao.

**GROUP III:**

- 1) Panduronga Timblo Industrias, Margao.
- 2) D. B. Bandodkar & Sons Pvt. Ltd., Panjim.
- 3) Agencia Commercial Maritima, Vasco-da-Gama.
- 4) Costa River Transport, Mapusa.
- 5) Gangadhar Narsingdas Agrawal, Margao. And others whose names are not appearing in Group I and Group II.

**ANNEXURE III****Revised rates of Dearness Allowance**

Range of Basic Pay	Rate of D. A. p. m.
Upto Rs. 139	Rs. 82
Rs. 140 to 179	Rs. 99
Rs. 180 to 239	Rs. 123

Range of Basic Pay	Rate of D. A. p. m.
Rs. 240 to 429	Rs. 147
Rs. 430 to 529	Rs. 161
Rs. 530 onwards	Rs. 165

**ANNEXURE IV****Variable Dearness Allowance**

Variable D. A. above CPI No. 215 (1949 — 100)

Basic Pay	V. D. A. Per Point P. M.
120-159	0.60 per cent of pay subject to a minimum of 83-30 Paise.
160-249	0.50 per cent of pay subject to a minimum of Rs. 95-40 Paise.
250-349	0.40 per cent of pay subject to a minimum of Rs. 1,245/-
350-499	0.30 per cent of pay subject to a minimum of Rs. 1,396/-.
500 and above	Rs. 1-50 Paise.

**Review of V. D. A.**

The rates of V. D. A. should be revised every six months on 1st April and 1st October, on the basis of the average All India Working Class CPI No. (Base 1949-100) for preceding six months of July-December and January-June respectively.

The fraction of the average increase in the index number should be ignored if it is less than 0.5 but 0.5 or more should be rounded off to the next higher point.